

**Board of Fire Commissioners
Washington Township Fire District No. 1
P. O. Box 152
Washington, New Jersey 07882**

Minutes for October 8, 2014:

Meeting Called to Order by R. Dorio at 8:00 P.M.

Pledge of Allegiance

R. Dorio requested a moment of silence for all fallen firefighters.

Roll Call

Chairman – Ralph Dorio – Present
Vice Chairman – Carl Shotwell – Present
Secretary – Karl Spolarich – Present
Treasurer – Margaret Tobin – Present
Assistant Secretary/Treasurer – Jimmy Vinson – Present

Certification of Public Meeting Law

K. Spolarich, secretary, noted that this meeting was being held in compliance with the Open Public Meetings Law of 1975 in as much as a notice had been published *The Express Times* and/or *The Star Ledger* and posted at the municipal building.

Reading of Minutes

Minutes from the September 10, 2014, meeting were read by K. Spolarich. Motion to accept minutes as read made by M. Tobin. Second was made by C. Shotwell. All were in favor.

Correspondence

J. Vinson received a claim check from VFIS in the amount of \$4,547.00 for the claim for 76-72. The claim check for the two damaged ladders is to follow.

Report of Fire Chief

Monthly activity report for September 2014 read and submitted by Chief M. Frenzel.

Report of Fire Department

None.

Report of Fire Official

Monthly activity report for September 2014 read and submitted by Fire Official W. Heerwagen, Jr.

Old Business

R. Dorio reported that the Board has provided beneficiary update forms for its Accident, Sickness, and Health policy to the fire department, but he has not received any completed forms over the past two months.

R. Dorio presented the Warren County Mutual Aid and Assistance Agreement to the Board for approval. He reported that the agreement has already been reviewed by the Board's attorney.

New Business

R. Dorio reported that he needs all of the necessary information for the 2015 budget by the Board's November monthly meeting.

R. Dorio requested the pension status of the Bureau of Fire Prevention in order to confirm that the Board is keeping up with its quarterly payments.

Resolution #14-013 – Certification of Annual Audit

K. Spolarich made a motion to certify the 2013 annual audit as completed by Urban & Jinks. Second was made by M. Tobin. All were in favor.

Resolution #14-014 – Warren County Mutual Aid and Assistance Agreement

K. Spolarich made a motion to approve the Warren County Mutual Aid and Assistance Agreement. Second was made by M. Tobin. All were in favor.

Meeting opened to the public by R. Dorio at 8:24 P.M.

Fire Official W. Heerwagen, Jr., requested an updated pension statement from the State of New Jersey. M. Tobin will call the state and request said statement.

Meeting closed to the public by R. Dorio at 8:26 P.M.

Treasurer's Report/Payment of Bills

Treasurer's report for October 8, 2014, read by M. Tobin and submitted. Motion to pay bills made by J. Vinson. Second was made by C. Shotwell. All were in favor. The total of the approved bills for October 8, 2014, is \$12,466.96.

Miscellaneous

M. Tobin reported that Comcast has resolved the internet and phone issues at both firehouses.

K. Spolarich made a motion to approve Patrick J. Rock, III, of 21 Woolston Way as a probationary member of the fire department pending a completed background check. Second was made by M. Tobin. All were in favor.

Adjournment

Motion made by M. Tobin to adjourn meeting at 8:43 P.M. Second was made by C. Shotwell. All were in favor.

Karl B. Spolarich
Secretary

GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT
FORM OF RESOLUTION # 14-013

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2013 has been filed with the *Municipal Clerk* pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and,

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and,

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations, and,

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and,

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and,

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

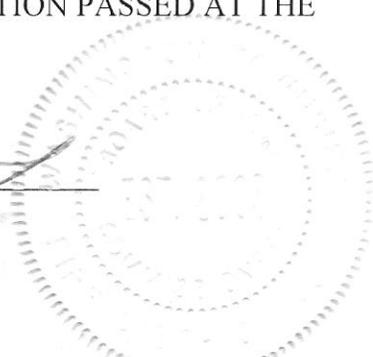
WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, That the Board of Commissioners of the Fire District No. 1 of the Township of Washington, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON *OCT. 8*, 2014.


Clerk



**WARREN COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING MUNICIPALITIES AND AGENCIES**

THIS AGREEMENT is made between the parties set forth on Schedule A (attached hereto) all of which include the County of Warren and all of its departments all participating municipalities including, but not limited to, municipal police, public works, fire departments, EMS organizations, Fire Districts and other jurisdictions defined as “local governments” in the Homeland Security Act of 2002. Hereinafter the parties may be referred to as “Participating Units”, “Requesting Units” or “Responding Units”.

WHEREAS, the President in Homeland Security Directive (HSPD - 5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local¹ and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App.N.J.S.A.9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

WHEREAS, the State of New Jersey adopted the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52:14E-11 et. seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster, and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et. seq, and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan, and

WHEREAS, an emergency responder is defined as anyone employed by, contracted to provide services, volunteer or otherwise affiliated with the Participating Units and possessing special skills, qualifications, training, knowledge and experience beneficial to the mitigation of disaster situations. An emergency responder includes, but is in no way limited to, the following: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in an emergency.

¹ As defined in the Homeland Security Act of 2002, Section 2(10): the term “local government” means “(A) county, municipality, city, town, township, local public authority, school district, intrastate district, council of governments...regional or interstate government entity, or agency or instrumentality of a local government: an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity.” 6 U.S.C. 101(10)

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WHEREAS, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation and will address those situations when additional aid and assistance is needed will protect the best interests of the persons and property in each individual jurisdiction.

WITNESSETH:

In consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

1. **Mutual Aid and Assistance.** Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:
 - a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not to be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
 - b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
 - c. Participating in training exercises with other participating units, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.
2. **Requests for Mutual Aid and Assistance.** All requests for mutual aid and assistance shall be initiated through the Warren County Department of Public Safety, Communications Center, the Warren County Fire Coordinator, the Warren County EMS Coordinator, the Warren County Emergency Management Coordinator, the Warren County Prosecutor or his designee in accordance with all procedures in effect at the time of the request. The Warren County Communications Center shall immediately summon Participating Units to the scene of an emergency in accordance with the pre-established policies and procedures in effect at the time of the request.
 - a. Each local jurisdiction shall develop a Municipal Mutual Aid Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks. Said information shall be submitted annually to the Warren County Department of Public Safety, Office of Emergency Management for review by the appropriate coordinator prior to the first day of March each year.
 - i. All Local Fire Mutual Aid Plans shall be in compliance with the New Jersey Fire Service Emergency Deployment Rules N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.

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- ii. The County Fire Coordinator, the County EMS Coordinator or the County Prosecutor, where appropriate, will implement the Mutual Aid Plan for jurisdictions/agencies failing to submit plans as required in Section 2.a. above.
3. **Tactical Command and Authority at Emergency Scene.** The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units except where the authority of the Warren County Prosecutors Office controls the scene of the emergency. Participating Units of the fire service shall operate in compliance with the State Incident Management System N.J.A.C. 5:73-1.6(b).
4. **No Charge for Use of Personnel or Equipment.**
 - a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the Stafford Disaster and Emergency Assistance Act, 42 U.S.C. 5121-5206 and the implementing regulations of 44 CFR 204 and 206 in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.
 - b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost, the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
 - c. This agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).
 - d. Participating Units, when possible, will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.11e).
 - e. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App. N.J.S.A. 9-33 et seq. and specifically Emergency Medical Services N.J.S.A.26:2K-60.
5. **Limitation of Providing Mutual Aid and Assistance.** Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.
6. **Death or Disability.** If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the

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performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A.40A: 14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.

7. **Members Authority.** The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A: 14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
8. **Liability Insurance.** Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, the Requesting Unit agrees to hold harmless a Participating Unit in the event of any lawsuit arising out of such assistance.
9. **Term; Withdrawal.** This Agreement shall commence upon the signature of each of the Participating Units. Any Participating Unit may withdraw from this Agreement by providing all other Participating Units, the Warren County Department of Public Safety, the County Fire Coordinator, the County EMS Coordinator, and the County Prosecutor or his designee with sixty (60) days advanced written notice of withdraw, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.
10. **Legal Authority.** This Agreement for mutual aid and assistance is expressly made in accordance with N.J.S.A. 40A: 14-26 and 156.1 et seq.
11. **Entire Agreement.** This agreement constitutes the entire understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.

IN WITNESS WHEREOF, the County of Warren, each Municipality, Police Department, Fire Department, EMS Organization and Fire District has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each Participating Unit acknowledges that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this agreement.

The WASHINGTON TOWNSHIP BOFC has executed this agreement on the
(Municipality, Police Dept, Fire Department, EMS Organization)

8 Day of OCTOBER, 2014

Authorized Signature:

Ralph Dore

Official Title

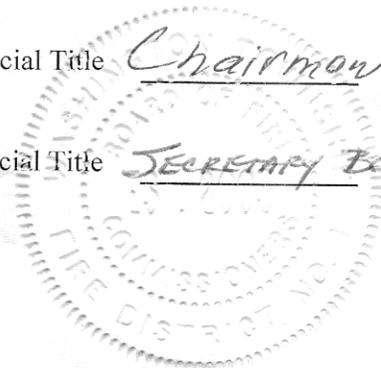
Chairman BOFC

Authorized Signature:

[Signature]

Official Title

SECRETARY BOFC



**WARREN COUNTY
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RESOLUTION #14-014

**AUTHORIZING MEMBERSHIP IN A MUTUAL AID AND ASSISTANCE AGREEMENT WITH
PARTICIPATING UNITS**

WHEREAS, mutual aid and assistance agreements between municipalities, counties, law enforcement agencies, police, fire departments, EMS organizations and Fire Districts are permitted pursuant to N.J.S.A. 40A: 14-26 and 40A: 14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD- 5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act" App. N.J.S.A.9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

WHEREAS, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the "Fire Service Resource Emergency Deployment Act," N.J.A.C. 52:14E-11 et. seq., commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq., and

WHEREAS, it is deemed to be in the best interests of the residents of this municipality to enter into a mutual aid and assistance agreement with the County of Warren and other municipalities including, but not limited to, municipal police, fire departments and EMS organizations to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of the Township of Washington, County of Warren, and State of New Jersey as follows:

A. That the Washington Township Volunteer Fire Department is hereby authorized and directed to enter into the Warren County Mutual Aid and Assistance Agreement Between Participating Units, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.

B. That the Board of Fire Commissioners of the Township of Washington, County of Warren, and State of New Jersey are hereby authorized and directed to execute said Mutual Aid and Assistance Agreement on behalf of the Washington Township Volunteer Fire Department.

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C. That the Board of Fire Commissioners of the Township of Washington, County of Warren, and State of New Jersey is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Warren County Department of Public Safety, Office of Emergency Management. Said Office shall serve as the central repository and shall maintain a master listing of all Participating Units to the Mutual Aid and Assistance Agreement.

10/8/2014

Commissioners,

During the month of September 2014 the Washington Township Fire Department held one business meeting, conducted three drills, and responded to 24 emergency calls for a total of 221.22 manhours.

The newest version (2012) of the DOT emergency rescue guidebook has been placed in all of the apparatus and on the radio desks of both firehouses.

On 9/15/14 hose and ladder testing was completed. The pump test is scheduled for 11/24/14 at Brass Castle Firehouse at 0930 hrs.

The continuous issues we have been having with the Knox boxes will hopefully be over soon. I have ordered three new units that will be placed in 7664, 7665, and 76-85. The keys will be released by entering a personalized code. A formal directive will be issued once they are installed. (Contact WCCC, state name, advise that the key is released, and then advise when key is returned). The boxes will be audited on a monthly basis to check their use. In addition, a blue strobe light will activate when the key is removed.

Anthony Felici's probationary membership has been terminated, effective 10/6/14 as result of a executive meeting held on 9/29/14.

Application for probationary membership received from Patrick Rock of 21 Woolston Way. Patrick has previous firefighter fighting experience with the Morgan Hose Company and Annandale Fire Company. Application is in order with the exception of a background check. WTFD was contacted and were unaware of any agreements with the Fire Department/District. I recommend at this point we setup an account with Sagem Morpho in Clinton.

Respectfully,

Mark K Frenzel
Chief - WTFD

**Washington Township Bureau of Fire Prevention
Fire Official Report
211 Route 31 North
Washington, New Jersey 07882
(908) 689-1208**

Monthly Report September 2014

Non Life Hazard Inspections – 0

Life Hazard Inspections – 6

CSDCMAC – 6

Permits Issued – 2

Non-Life Hazard Fee's collected - \$666.00

Life Hazard Fee's from State of New Jersey – 0

Smoke Detector Fee's (CSDCMAC) collected - \$300.00

Permit Fee's collected - \$208.00

Fire Official hours for the month were 41.5.

Respectfully,

William Heerwagen Jr.
Fire Official – Washington Fire District #1

Washington Township Fire District #1

Unpaid Bills

10/08/14

Comcast

Bill 10/07/2014 phones and internet brass castle 141.45 Bill 10/07/2014 phones and internet
washburn 250.13

Total Comcast 391.58

Fleet Services

Bill 10/07/2014 truck fuel 540.19

Total Fleet Services 540.19

New Jersey American Water

Bill 10/07/2014 hydrants 5,450.00

Total New Jersey American Water 5,450.00

New Jersey Fire Equipment

Bill 10/07/2014 air pack 299.53

Total New Jersey Fire Equipment 299.53

Performance Tire Co.

Bill 10/07/2014 tires 76-64 and 76-65 4,402.86

Total Performance Tire Co. 4,402.86

Petty's Tire and Auto Service

Bill 10/07/2014 brakes 76-87 fire official vehicle 954.22

Total Petty's Tire and Auto Service 954.22

Richard Braslow

Bill 10/07/2014 16.00

Total Richard Braslow 16.00

Verizon Wireless

Bill 10/07/2014 line officers cell phones 362.58

Total Verizon Wireless 362.58

Warren Healthcare Alliance

Bill 10/07/2014 drug screen PR 50.00

Total Warren Healthcare Alliance 50.00

TOTAL 12,466.96