

Tuesday, April 5, 2016

A regular meeting of the Little Egg Harbor Fire Commissioners, District No. 2 was called to order at 7:30 p.m.. Acting Chairman Caronia made the required public statement. Adequate notice of this meeting has been provided in accordance with the Open Public Meetings Act by the adoption of a schedule of regular meetings and notice thereof being posted in the Municipal Building, Radio Road, Little Egg Harbor; being filed with the Municipal Clerk and being transmitted to the Atlantic City Press and the Times-Beacon and to all persons who have requested copies in accordance with statute.

Roll call was taken; Present: Mr. Maguire, Mr. Norgard, Ms. Gilton, Mr. Caronia.
Absent: Mr. Gulbert.

Minutes of the Previous Meeting – tabled until the next meeting.

Secretary's report – Commissioner Gilton reported that she has not heard anything from the auditor yet on the 2015 audit.

Treasurer's report – The Treasurer's report was presented by Treasurer Norgard, and a motion was offered by Mr. Maguire, seconded by Ms. Gilton to approve the payment of bills (attached). Each commissioner abstains to his voucher, if any.

Roll call vote; Aye: Mr. Maguire, Mr. Norgard, Ms. Gilton, Mr. Caronia.
Nay: None.

Chief's Report – Chief Stenger gave his report (attached).

Old Business:

Purchasing – Commissioner Caronia reported that he got a quote for the piercing nozzle in the amount of \$1,075 from Nat Alexander. A motion was offered by Mr. Maguire, seconded by Mr. Norgard to purchase the piercing nozzle from Nat Alexander at approximately \$1,075.

Roll call vote; Aye: Mr. Maguire, Mr. Norgard, Ms. Gilton, Mr. Caronia.
Nay: None.

New Business:

Repairs – Commissioner Caronia reported that he got a price to repair the dive suit @ \$772 by American Dive. A motion was offered by Mr. Maguire, seconded by Ms. Gilton to approve the dive suit to be repaired by American Dive at approximately \$772.

Roll call vote; Aye: Mr. Maguire, Mr. Norgard, Ms. Gilton, Mr. Caronia.
Nay: None.

Touch a Truck – Commissioner Gilton brought up that the Board may not be covered by insurance if children are on the truck for the "Touch a Truck" program. She reported that she

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spoke to Nottingham Insurance about this. Commissioner Caronia said that he will call Nottingham to find out if we can do this.

A motion was offered by Mr. Maguire, seconded by Ms. Gilton to authorize the use of the truck for the "Touch a Truck" event providing that the children are covered by our insurance.

Roll call vote; Aye: Mr. Maguire, Mr. Norgard, Ms. Gilton, Mr. Caronia.
Nay: None.

2016 Lease Agreement with Mystic Island Fire Company was approved on a motion offered by Mr. Maguire, seconded by Mr. Norgard in the amount of \$33,000 (attached).

Roll call vote; Aye: Mr. Maguire, Mr. Norgard, Ms. Gilton, Mr. Caronia.
Nay: None.

2016 Fire Protection Services Agreement with Mystic Island Fire Company was approved on a motion offered by Mr. Maguire, seconded by Mr. Norgard in the amount of \$71,000 (attached).

Roll call vote; Aye: Mr. Maguire, Mr. Norgard, Ms. Gilton, Mr. Caronia.
Nay: None.

2016 Commissioner Positions – A motion was offered by Mr. Maguire, seconded by Mr. Norgard that each fire commissioner will maintain the same position on the Board as they had last year.

Roll call vote; Aye: Mr. Maguire, Mr. Norgard, Ms. Gilton, Mr. Caronia.
Nay: None.

Open to public – A motion was offered by Mr. Norgard, seconded by Ms. Gilton to open the meeting to the public.

Roll call vote; Aye: Mr. Maguire, Mr. Norgard, Ms. Gilton, Mr. Caronia.
Nay: None.

Close to public – A motion was offered by Mr. Maguire, seconded by Mr. Norgard to close the meeting to the public.

Roll call vote; Aye: Mr. Maguire, Mr. Norgard, Ms. Gilton, Mr. Caronia.
Nay: None.

Adjournment – A motion to adjourn the meeting was offered by Mr. Norgard, seconded by Ms. Gilton.

Roll call vote; Aye: Mr. Maguire, Mr. Norgard, Ms. Gilton, Mr. Caronia.
Nay: None.

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The meeting was adjourned at 8:00 p.m..

Respectfully submitted,



Christine A. Gilton
Clerk

Mystic Island Fire Company
Chief's Report
April, 2016

FIRE CALLS:

- 7 for month
- 53 for 2016

EQUIPMENT STATUS:

- Batteries are in.
- AED pads are in.
- Looking to replace the fill station.
- Looking to purchase 'piercing' nozzle for car fires.

APPARATUS:

- 7200/7210 –
- 7201 – MID JUNE DELIVERY DATE!
 - 7211 – Wing looks like it has finally been repaired. Great job LEH.
 - Need agreement on trade in date. Borrow truck for interim.
 - Bell on its way to Wisconsin. Thanks Jeff and Roman.
 -
- 7205 –
- 7206 – Making preparations for ordering new boat.
- 7226 – OOS – 7226 at Munroes to be wrapped and stored *Gardeals.com*
- 7236 – Zodiac back. Needs motor installed.
- 7207 -
- 7211 -
- 7217 – Radio does not charge. Light stick backwards.
 - Sign up for use on white board! Who, what when where...
- 7227 – Tom B sent paperwork to state to get title & register.

TRAINING:

- All drills need to be documented.
- RTK required

MISCELLANEOUS:

- Media handling
- Tbon gear received.
- Gary – Need list of relief association representatives, including line numbers.
- See Nick about truck assignments.
- Shawn, please transfer the NFIRS work to Nick ASAP.
- Funeral Notes.....

COMMISSIONERS ITEMS:

- Need progress on:
 - 7226 boat at Munroes.
 - Replacement 7226
 - Replacement 7200
 - New 7210
 - Replacement Fill station
 - New Packs (x packs per year)
 - New Radios (x radios per year)
 - 7201 – Radios and Equipment

LIAISON ITEMS:

- Looking for status on replacement Radio Road warning lights.
- Can you ask the MUA for hydrant maps?

UNIFORMS:

- Need to add Malese Crosses – one for each year in fire service. – Fire service starts with receipt of FF1.
- Captains Badges are wrong – Need to order correct.

UP COMING EVENTS:

- 4/6 – 19:00 Relief Meeting MIVFC

- 4/9 – 11:00 Opening Day Sports Complex
- 4/19 – 19:00 5" Drill at 70
- 4/23 – 11:00- 15:00 Touch a truck @ Mitchell school
- 4/26 – 16:00 – x : Fit Testing
- 5/4 – 09:00 – 12:00 Senior Expo
- 6/16 – 20:00 – Ocean County Fireman's Association Meeting – At Mystic.
- 7/6 – 19:00 Relief Meeting WTFC
- 10/5 – 19:00 Relief Meeting PVFC
- 12/7 – 19:00 Relief Meeting MIVFC
- ?/?/16 - 19:00 Building Construction Class, LEH Comm. Center

Respectfully Submitted:

Bill Stenger, Chief Mystic Island Volunteer Fire Company

LITTLE EGG HARBOR FIRE DISTRICT # 2
827B RADIO ROAD
LITTLE EGG HARBOR, NEW JERSEY, 08087
609-296-0161 FAX 609-294-9525

Fire Service Protection Agreement 2016

This agreement is made on this First day of March 1st 2016 by and between
COMMISSIONERS OF FIRE DISTRICT NO.2
Township of Little Egg Harbor
827B Radio Road, Little Egg Harbor, NJ 08087

Hereinafter referred to as COMMISSIONERS; and the

MYSTIC ISLAND VOLUNTEER FIRE CO. INC
827A Radio Road, Little Egg Harbor, NJ 08087

Hereinafter referred to as FIRE COMPANY

WHEREAS, N.J.S.A. 40A:14-70.1(b) authorizes the Commissioners of a fire district to contract with a volunteer fire company or companies for the purpose of emergency services related to the conditions as shall be deemed proper, and

WHEREAS, the Commissioners have negotiated agreement (s) with the fire company or companies within their jurisdiction upon terms that are fair and proper for the providing of fire protection services to the fire district, and

WHEREAS, the term "FIRE COMPANY" shall reflect either plural or singular as applicable to this particular agreement.

NOW, THEREFORE, it is agreed in consideration of the payment to be made as herein described and the exchange of mutual promises, as follows:

- (1) The FIRE COMPANY will extinguish fire within the fire district or within such other areas or territories as may be contracted for by the COMMISSIONERS, or pursuant to mutual aid agreements which have been approved by both parties. For the purposes hereof, the term "extinguishing fires" shall be used in its broadest and most universal sense.
- (2) Nothing herein shall be construed to increase any liability on the part of the FIRE COMPANY to the public for errors or emissions in the performance of non performance of its duties hereunder, or pursuant to any other requirements.

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- (3) The members of the FIRE COMPANY, in performing fire duty, and other related tasks, shall be deemed to be exercising a governmental function.
- (4) The members of the FIRE COMPANY, shall be under the supervision of the Fire Chief and control of the Commissioners, and the Fire Company may not take any action which is contrary to law or to the by-laws or official actions of the COMMISSIONERS.
- (5) The FIRE COMPANY shall perform such other duties, directly or indirectly related to the extinguishments of fires, as may be requested from time to time by the COMMISSIONERS.
- (6) In addition to the payment to be made monthly by the COMMISSIONERS to the FIRE COMPANY pursuant to this agreement, the COMMISSIONERS shall provide Worker's Compensation Insurance coverage for all volunteer firefighters and ladies aux. of the FIRE COMPANY and liability insurance coverage for the FIRE COMPANY and its vehicles, building and equipment as approved by the COMMISSIONERS.
- (7) The COMMISSIONERS shall reimburse a volunteer firefighter for any losses incurred covering items not contained in insurance policies while engaging in fire duty, subject to reasonable proof of value of such losses.
- (8) The COMMISSIONERS shall provide payment to the FIRE COMPANY in the amount of \$71,000.00 (Seventy One Thousand and 00/100 dollars).

This payment shall be made in monthly installments, following the receipt of each monthly invoice made to the COMMISSIONERS. The COMMISSIONERS will require submission of a voucher as a prerequisite to payment. There will be an annual review of this agreement for budgeting at which time the amount maybe increased or decreased with a mutual agreement of both parties.

- (9) Notwithstanding anything to the contrary herein contained, the COMMISSIONERS will exercise jurisdiction over the FIRE COMPANY in Firematic matter only and will not interfere or seek to regulate the internal administration of the FIRE COMPANY.
- (10) The 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 within furnishing 30 days notice to the FIRE COMPANY.
- (11) The FIRE COMPANY will house, if applicable, any apparatus, vehicles or equipment furnished by the COMMISSIONERS in a safe and secure manner, will

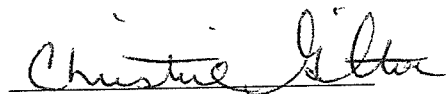
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observe any rules or regulations promulgated by the COMMISSIONERS for the maintenance, storage, and use of said apparatus, vehicles, and equipment, and shall utilize same only in accordance with procedures established by both parties.

- (12) This agreement is contingent upon funding being provided in the annual budget and by appropriation of the COMMISSIONERS.
- (13) Unless either party furnishes 60 days notice of non renewal of this agreement prior to its expiration, this agreement shall continue on a monthly basis following the expiration date herein, provided same shall be subject to termination by either party upon 30 days notice.
- (14) The FIRE COMPANY may not hire or employ any person to perform any function of the FIRE COMPANY, but the COMMISSIONERS may provide paid employees for use by the FIRE COMPANY provided that the requirements of PL 1979, c 453 and subsequent amendments, if any are observed.
- (15) If any article, section, paragraph, sentence or clause of this agreement is determined to be invalid, same shall be deemed sever able and the remainder of the agreement shall survive unless such invalidated language is material to the purposes and intentions of the parties.

WITNESS WHEREFORE, the parties hereto have set their hands and seals or caused their corporate presents to be affixed on the date of year first written above.


ATTESTED BY:





Commissioners of Fire District #2
In the Township of Little Egg Harbor
County of Ocean, New Jersey

By: 

By: 
Mystic Island Fire Company
President

LITTLE EGG HARBOR FIRE DISTRICT #2
827B RADIO ROAD
LITTLE EGG HARBOR, NEW JERSEY 08087
609-296-0161 FAX 609-294-9525

LEASE AGREEMENT 2016

This Lease is made on March 1st, 2016

BETWEEN the Tenant:

The Board of Fire Commissioners
Little Egg Harbor Twp, County of Ocean

Whose address is:

Little Egg Harbor, New Jersey 08087

Referred to as the Tenant

AND

The Landlord:

Mystic Island Volunteer Fire Company Inc.

Whose address is:

Little Egg Harbor, New Jersey 08087

Referred to as the Landlord

Property: The Tenant agrees to lease from the Landlord and the Landlord agrees to lease to the Tenant (Space in the MYSTIC ISLANDS FIRE HOUSE, 827 Radio Rd, Little Egg Harbor, New Jersey 08087).

Referred to as the Property:

Term: The term of this Lease is for one (1) year starting March 1st, 2016. . The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Property at the start of this Lease. However, rent will only be charged from the date on which possession of the Property is made available to the Tenant. If the Landlord cannot give possession within 30 days after starting date, the Tenant may cancel this Lease.

Rent: The Tenant agrees to pay an annual rent of \$33,000.00 (Thirty Three Thousand 00/100 dollars). These funds will be paid on a monthly basis when monies have been received from the Township by the Tenant.

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Use of Property: The building and property are utilized by both the Landlord and the Tenant for the providing of Fire Protection. The building and premises as aforesaid shall be used for the storage of fire apparatus, equipment and training either owned by the Tenant or leased by the Tenant from the Landlord. The Tenant as necessary shall use the Hall area and Commissioners office within the building for conducting public business.

Utilities: The Landlord will be responsible for the Water, Sewer and Telephone Bills. The Landlord will also be responsible for all Electric and Gas Utilities on said location 827 Radio Road, Little Egg Harbor, New Jersey. The Tenant shall be responsible for the payment of all Building and Property insurance on said location 827 Radio Road, Little Egg Harbor, New Jersey.

Funding Contingency: This agreement is contingent upon adequate funding being provided in annual budget approval in accordance with New Jersey statute.

Repairs by Landlord: If fire or other casualty damages the property, the Tenant will promptly notify the Landlord. The Landlord will be given reasonable time in which to make repairs. If the Tenant is required to leave the Property, the Tenant's duty to pay rent will temporarily cease. If the Property is totally destroyed, this Lease shall come to an end and the Tenant will pay rent up to the date of the destruction. If repairs need be undertaken the Tenant's vehicles on premises may be moved by Landlord however only with the prior permission and consent of the proper chain of command and with the understanding that such vehicles must always be safeguarded and protected.

Alterations: The Tenant must get the Landlord prior consent which shall not be unreasonably held to alter, improve, paint or wallpaper the Property. Alterations additions and improvements become the Landlord's property.

Quiet Enjoyment: The Tenant may remain in and use the Property without interference subject to the terms of this Lease.

Validity of Lease: If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

Parties: The Landlord and each of the Tenants are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

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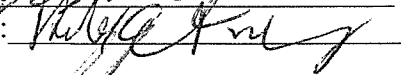
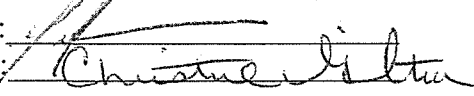
Entire Lease: All promises the Landlord has made are contained in this written Lease. This lease can be changed by an agreement in writing by both the Tenant and Landlord.

Signatures: The Landlord and Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper officer's sign and its corporate seal is affixed.

ATTESTED BY:

MYSTIC ISLAND VOLUNTEER FIRE CO.

Commissioners of Little Egg Harbor Fire Dist #2

By: 
BY: 
BY: 
BY: 