

MOUNT LAUREL FIRE DEPARTMENT

Est. 1953

69 Elbo Lane
Mount Laurel, NJ 08054-9630

Tel: (856) 234-6053

Fax: (856) 234-3756

AGENDA

SPECIAL MEETING / WORK SESSION

Monday, October 6, 2014 @ 8:00 PM

Headquarters Station Meeting Room

REMINDER:

THE BOARD REQUESTS THAT ALL CELL PHONES EITHER BE SET TO VIBRATE OR BE TURNED OFF TO PREVENT UNNECESSARY INTERRUPTION OF TONIGHT'S MEETING. THE BOARD THANKS YOU FOR YOUR COOPERATION IN ADVANCE.

1. Call to Order
2. Pledge of Allegiance / Moment of Silence
3. Roll Call - Commissioners Cornue, Hamilton, Ridenour, Roura and Shestack
4. Public Announcements - Clerk
5. Resolution #2014-52 "FIRST Responder Joint Insurance Fund Resolution for Renewal of Membership"
6. Other Matters:
 - a. Briefing on Proposed changes to Clothing Allowance & LOSAP Programs - Commissioner Cornue
7. Public Participation
8. Resolution #2014-51 "Closing of Meeting Pursuant to Open Public Meetings Act"
9. Closed Session:
 - a. Personnel Matters;
 1. Grievance Meeting with Battalion Chief Collier
 2. Any other personnel matter that may come before the Board
10. Adjournment of Closed Session
11. Return to Open Session
12. Adjournment of Special Meeting

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RESOLUTION 2014-52

FIRST RESPONDER JOINT INSURANCE FUND RESOLUTION FOR RENEWAL OF MEMBERSHIP

WHEREAS, the Mount Laurel Fire District #1, hereinafter referred to as "Local Unit", is a member of the FIRST Responder Joint Insurance Fund, hereinafter referred to as "Fund"; and

WHEREAS, said renewal membership terminates as of January 1, 2015 at 12:01 AM EST, unless earlier renewed by agreement between the Local Unit and the Fund; and

WHEREAS, the Local Unit is afforded the following types of coverages:

1. Workers' Compensation
2. Package (property, boiler & machinery, crime, auto & general liability)
3. Management Liability
4. Excess Liability;
5. Auto & General Liability
6. Environmental Impairment Liability;

WHEREAS, the Local Unit desires to renew said membership.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Local Unit agrees to renew its membership in the Fund for a period of three years beginning January 1, 2015 and ending January 1, 2018 at 12:01 AM EST and to be subject to the coverages, operating procedures, bylaws and other organizational and operational documents of the Fund presently existing or as from time to time amended by the Fund and/or the Department of Banking and Insurance.
2. The Local Unit agrees that as a member of the FIRST Responder Joint Insurance Fund, the Local Unit must purchase all types of coverage offered by the Fund which are applicable to the Local Unit.
3. The Local Unit hereby appoints Administrator Scott Jones as the Local Unit's Fund Commissioner and is authorized to execute the renewal Indemnity and Trust Agreement thereby annexed hereto and made a part hereof and to deliver same to the Fund and Local Unit's renewal of its membership

This Resolution adopted on the 6th day of October, 2014 by a vote of:

_____ Affirmative _____ Negative _____ Abstain _____ Absent

CERTIFICATION

I, Richard Hamilton, Clerk of the Mount Laurel Board of Fire Commissioners, Fire District #1, Mount Laurel, New Jersey, do hereby certify that this is a true copy of a Resolution adopted by the Board of Fire Commissioners at a special meeting held on October 6, 2014.

Richard Hamilton, Clerk

FIRST RESPONDER JOINT INSURANCE FUND INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT, made this 6th day of October, 2014, in the County of Burlington, State of New Jersey, by and between the FIRST Responder Joint Insurance Fund, hereinafter referred to as "Fund", and the Mount Laurel Fire District #1 hereinafter referred to as "Local Unit"; and

WHEREAS, the Fund seeks to provide its members with insurance coverage; and

WHEREAS, two or more Local Units have collectively formed a joint insurance fund as is authorized and described in N.J.S.A. 40A:10-36 et seq and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the Local Unit has resolved to renew said membership.

NOW, THEREFORE, it is agreed as follows:

1. The Local Unit hereby renews its membership in the Fund for a period of three (3) years, beginning January 1, 2015 and ending January 1, 2018 at 12:01 AM EST.
2. The Local Unit hereby ratifies and reaffirms the bylaws and other organizational and operational documents of the Fund and as from time to time amended and altered by the Fund and/or Department of Banking and Insurance in accordance with the applicable statutes and regulations as if each and every one of said documents were executed contemporaneously herewith.
3. The Local Unit agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. The Local Unit agrees that as a member of the Fund, the Local Unit must purchase all types of coverages offered by the Fund which are applicable to the Local Unit.
5. In consideration of renewal of membership in the Fund, the Local Unit agrees that for those types of insurance in which it participates, the Local Unit shall jointly and severally assume and discharge the liability of each and every member of the Fund, all of whom, as a condition of membership in the Fund, shall execute a verbatim counterpart to this Agreement. By execution hereof, the full faith and credit of the Local Unit is pledged to the punctual payment of any sums which shall become due to the Fund in accordance with the bylaws thereof, this Agreement or any applicable statute or regulation.
6. If the Fund, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the Local Unit agrees to reimburse the Fund for all such reasonable expenses, fees and costs on demand.
7. The Local Unit and the Fund agree that the Fund shall hold all monies paid by the Local Unit to the Fund as fiduciaries for the benefit of Fund claimants all in accordance with applicable statutes and/or regulations.
8. The Fund shall establish and maintain Trust Accounts in accordance with N.J.A.C. 11:15-2.13 and such other statutes and regulations as may be applicable.
9. Each Local Unit that becomes a member of the Fund shall be obligated to execute this Agreement.
10. The Fund Commissioner designated in the Resolution to Renew Membership is hereby authorized to execute the Agreement to renew membership

By: _____ Title: Administrator, Mount Laurel Fire District #1
Scott Jones

By: _____ Title: Chairperson, FIRST Responder Joint Insurance Fund

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RESOLUTION 2014-51

CLOSING OF MEETING PURSUANT TO OPEN PUBLIC MEETINGS ACT

WHEREAS, pursuant to the Open Public Meetings Act, the Board is allowed to engage in an Executive (Closed) Session during any particular meeting when it becomes necessary to discuss matters which the statute allows to be discussed in Executive (Closed) Session; and,

WHEREAS, it is necessary for the Board to discuss various matters regarding personnel, contracts and/or litigation or legal matters and, accordingly, these matters are eligible for discussion by the Board in an Executive (Closed) Session.

NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of Fire District #1, Township of Mount Laurel, Burlington County, New Jersey as follows:

1. The special meeting of October 6, 2014 is hereby closed to the public and will be reopened at such time as the discussions held in Executive (Closed) Session have been completed.
2. The minutes of the Executive (Closed) Session will be revealed to the public at such time as the matters discussed have been resolved.

CERTIFICATION

I, Richard Hamilton, Clerk of the Mount Laurel Board of Fire Commissioners, Fire District #1, Mount Laurel, New Jersey, do hereby certify that this is a true copy of a Resolution adopted by the Board of Fire Commissioners at a special meeting held on October 6, 2014.

Richard Hamilton, Clerk