

**Board of Fire Commissioners  
LINDENWOLD FIRE DISTRICT No.1  
Monthly Board Meeting Minutes**

**Meeting Date:** June 15, 2015  
**Meeting Place:** Fire Administration Building  
**Meeting Called To Order:** 7:30pm  
**Members of Board Present:** **Chairman** – Clifford Ruth  
**Vice Chairman** – Richard Paul  
**Treasurer** – Raymond McManus  
**Secretary** – Wayne Hans, excused  
**Commissioner** – Frank Weindel  
**District Clerk** – Kathleen Crockett  
**Solicitor** – Richard Tavani

**Salute the Flag**

**Sunshine Law – Comm. Ruth**

In accordance with the NJ Sunshine Law this meeting has been properly advertised and is open to the public. The public portion will follow the regular business of the Board.

**Roll Call Commissioners – Comm. Ruth**

Comms. McManus, Paul, Weindel and Ruth present. Comm. Hans is excused, he's in a class.

**Minutes of the Previous Meeting – Comm. Ruth**

Motion made by Comm. Weindel, seconded by Comm. McManus to approve the 5-18-15 meeting minutes as they are available to the public upon request. Any questions? (hearing none) All in favor, ayes have it. Comm. Paul abstained.

**Correspondence – Cl.Crockett**

**Cl.Crockett:** The advertised synopsis of Audit, the resolution from last month's meeting, the group affidavit that passed at the 5-18-15 meeting for the 2014 Audit were sent to the Division of Local Government Services and copied to the auditors Holman Frenia Allison. The conclusion of the audit was that there were no findings or recommendations.

**Treasurer's Report – Comm. McManus**

As of 6-15-15:

TD Bank General Checking	11,535.23
TD Bank Money Market Account	431,653.41
TD Bank Money Market Capital	440,946.43
TD Bank Payroll Checking	43,082.13
TD Bank LEA Dedicated Penalty	10,998.05
TD Bank LEA Trust Penalty	16,024.82
Petty Cash	200.00
Total Current Assets	954,440.07

Motion made by Comm. Paul, seconded by Comm. Weindel to accept the Treasurer's Report as read. Any questions? (hearing none) Roll call vote, all yes.

**Payment of Bills – Comm. McManus**

**Comm. McManus:** In front of you, you have a list of 47 bills totaling \$54,843.89.

Motion made by Comm. Paul, seconded by Comm. Weindel to approve the payment of bills.

Any questions? (hearing none) Roll call vote, all yes.

## **COMMITTEE REPORTS**

### **Office of Fire Prevention – Comm. Ruth**

**Comm. Ruth:** The Fire Official's report for 05-18-15 - 06-15-15 was read aloud, a copy is attached to the minutes. For better Fire Protection, Michael Nolan - Fire Official, Michael Brezee & Timothy Shannon - Fire Prev. Specialists.

### **Administration / Personnel – Comm. Ruth**

**Comm. Ruth:** Comm. Paul and I attended the NJ State Fire District Assoc. meeting on 6-6-15 in Howell Township. They just had their annual elections. The only thing that's going to change other than a couple trustees is the Treasurer. Dr. Harry Carr will now be the Treasurer for the State Fire District Assoc. There are a couple legislations pending. One was moving the elections to November to coincide with the regular election. There was a meeting with the County Clerks, it can be done. So they are pushing forward to move it, however, it will only be permissible. It won't be mandated to do it. You're allowed to do it, but they're waiting for approval.

**Sol.Tavani:** Just so I can understand Mr. Chairman, they're proposing that only Municipal Fire Departments?

**Comm. Ruth:** Fire District's can move to November. It's not going to be mandated, it's going to be permissible because they still have to work out the budgets and other things like that.

**Sol.Tavani:** Our budgets are voted on under Title 40A. Our voters get the opportunity to do that now that they moved the School Board elections to November, those budgets are not voted on.

**Comm. Ruth:** As long as the budgets do not go over the 2% cap, the Fire District budgets will not be voted on either.

**Sol.Tavani:** OK, so that's the quid pro quo.

**Comm. Ruth:** That's exactly right. That's one of the ways to get them in there, as long as you stay under that cap, there is no election for your budget, just for your Commissioners.

**Sol.Tavani:** Do you have any idea when this will take place?

**Comm. Ruth:** No.

**Comm. Weindel:** Does that have to be voted on by a...

**Comm. Ruth:** By legislation.

**Sol.Tavani:** The legislature and the Governor.

**Comm. Weindel:** It's got to be approved by the Governor.

**Comm. Ruth:** Yes.

### **Training Division – Comm. Ruth**

**Comm. Ruth:** I have no Training Report.

**EFA Nolan:** No?

**Comm. Ruth:** No. Other than that, I don't have anything else.

### **Fire Department Equipment – Comm. Paul**

**Comm. Paul:** We ordered hose to replace what we lost in testing. Is that the rest of the air bottles that came in?

**EFA Nolan:** Yes.

**Comm. Paul:** We should be done with the flow testing. Once the air bottles come back from the hydro testing, that should be completed.

### **Turn-Out Gear – Comm. Paul**

**Comm. Paul:** Ff. Bill Cantiello's gear came in.

### **Fitness Center – Comm. Paul**

**Comm. Paul:** Ff. Gio is going to check the equipment for lose bolts and let me know. We'll have the guy come out and tighten them all up. The supplies were purchased and placed in the gym, the Tide, wipes and towels.

### **Recruitment / Membership – Comm. Paul**

**Comm. Paul:** We have one member, Rich Zimmerman, we're going to get his gear and pager, and wait for his d/I to be moved from Delaware to New Jersey. That's all I have.

### **Apparatus – Comm. McManus**

**Comm. McManus:** There was a list of stuff that has to be repaired from the PM's. Justin started working on some of the minor stuff. We'll have to get some quotes from First Priority on getting some of the major stuff done. There's not a lot. I think the biggest one I think is the Squrt that has water in the transfer base. From talking to them, it sounds like the packing in the pump has to be replaced.

**Computers – Comm. McManus**

**Comm. McManus:** The computers are running good as far as I know.

**Communications – Comm. McManus**

**Comm. McManus:** Tonight we signed the check and paid the bill for the warranty for another year on the radios. Unfortunately I just got a letter from Tekk Comm. The other warranty was through Wireless. That's only for one year, \$3,031. Next year I'm going to get quotes from both of them. He should have sent this out a little bit earlier.

**Sale of Assets – Comm. McManus**

No report.

**Assist Personnel – Comm. McManus**

No report.

**Budget – Comm. McManus**

No report.

**Building Maintenance / Grounds – Comm. Hans**

No report.

**Health & Safety – Comm. Hans**

No report.

**Fixed Assets – Comm. Hans**

No report.

**Hydrants / Water – Comm. Hans**

No report.

**Insurance – Comm. Weindel**

No report.

**Incentive Program – Comm. Weindel**

No report.

**Uniforms – Comm. Weindel**

No report.

**Fuel – Comm. Weindel**

No report.

**Executive Fire Administrator's Report – E.F.A. Nolan**

**EFA Nolan:** The report was read aloud by EFA Nolan, a copy is attached to the minutes.

**President's Report – Comm. Ruth**

**Comm. Ruth:** No President's present.

**Solicitor – R. Tavani**

**Sol.Tavani:** Commissioner's, we have two resolutions for consideration tonight. We have the Resolution 2015-14, Authorizing Membership in the Mutual Aid and Assistance Agreement which is units in Camden County. EFA Nolan and Cl.Crockett helped prepare this. I reviewed it, we've designated I believe EFA Nolan as the contact person, and the Board Chairman. I'd ask for action on this tonight, simple majority is all that's needed.

The second resolution is 2015-15 Authorizing Penalties for Failure of a Building Owner to install and maintain a Knox Box key box. EFA Nolan was kind enough to provide me with a lot of information regarding the Local Ordinance that was enacted by the Borough of Lindenwold providing for the basis for the Knox Boxes and for any violations by building owners to either install and or also maintain. We have proposed pursuant to the Ordinance that there would be a penalty of \$100 and further penalty for further violations that were unabated after 30 days.

**Solicitor – continued**

All these penalties would be carried out pursuant to the Administrative Code Regulations. I'd ask for action on Resolution 2015-15. I have nothing further.

**Resolutions – Comm. Ruth**

**Comm. Ruth:** Resolutions:

**2015-14** Camden County Mutual Aid and Assistance Agreement between Participating Agencies and Units.

Motion made by Comm. Weindel, seconded by Comm. McManus. Any questions? (hearing none) Roll call vote, all yes.

**2015-15** Authorizing Penalties for Failure of a Building Owner to Install or maintain a Knox Box Key Box.

Motion made by Comm. Paul, seconded by Comm. Weindel. Any questions? (hearing none) Roll call vote, all yes.

**Comm. Ruth:** We have no other Resolutions.

**Old Business – Comm. Ruth**

**Comm. Ruth:** Old Business? (hearing none)

**New Business – Comm. Ruth**

**Comm. Ruth:** New Business? (hearing none)

**Public Portion – Comm. Ruth**

Motion made by Comm. McManus, seconded by Comm. Paul to open to the Public. All in favor, ayes have it. (hearing none) Motion made by Comm. McManus, seconded by Comm. Weindel to close to the public. All in favor, ayes have it.

**Open to Commissioners – Comm. Ruth**

**Comm. Ruth:** I'd like to wish everybody a happy 4<sup>th</sup> of July, just be safe.

**Comm. Paul:** Have a safe holiday everybody.

**Comm. Weindel:** I have one thing just so everybody is aware, starting July 1<sup>st</sup>, if you're a Life Member of the Firemen's Association, the benefit is going up from \$10,500 to \$11,500. So it's a good chunk of change for the members that are Life Members. This guy George was at the Camden County Memorial services last night saying July 1<sup>st</sup> it will take effect.

**Comm. Ruth:** Anybody have anything else? (hearing none)

**Closed Session – Comm. Ruth**

n/a

**Adjourn - Comm. Ruth**

Motion made by Comm. McManus, seconded by Comm. Weindel to adjourn the meeting at 7:54pm. All in favor, ayes have it.

4:02 PM  
06/15/15  
Accrual Basis

Lindenwold Fire District No.1  
Treasurer's Report  
As of June 15, 2015

	<u>Jun 15, 15</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>1000 · CASH</b>	
1010 · TD Bank General Checking	11,535.23
1011 · TD Bank Money Market Acco...	431,653.41
1013 · TD Bank Money Market Capital	440,946.43
1020 · TD Bank Payroll Checking	43,082.13
1030 · TD Bank LEA Dedicated Pen...	10,998.05
1040 · TD Bank LEA Trust Penalty	16,024.82
1090 · Petty Cash	200.00
<b>Total 1000 · CASH</b>	<u>954,440.07</u>
<b>Total Checking/Savings</b>	<u>954,440.07</u>
<b>Total Current Assets</b>	<u>954,440.07</u>
<b>TOTAL ASSETS</b>	<u><u>954,440.07</u></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00

# **LINDENWOLD BUREAU OF FIRE PREVENTION**

---

2201 BANGOR AVENUE  
LINDENWOLD, NEW JERSEY, 08021  
856-346-0935  
(Fax) 856-346-3638

6/15/15

## **FIRE MARSHAL'S REPORT**

May 18, 2015

/

June 15, 2015

### **Inspections Completed to date:**

1. Capp Realty Co. LLC
2. Davis CPA Group, PC
3. Family Financial Center  
(S.J.Ck.Cashing)
4. Kathy's Flowers, LTD., Inc.
5. Lena's Water Ice
6. Lindenwold Park  
Concession/Bathroom
7. Lindenwold Park Field House
8. Lindenwold Park Football Building
9. The Water Ice Factory
10. VIP Dominican Beauty Salon
11. Los Primos
12. Sport Barber Shop
13. International welding
14. Bolis pizza
15. Shell Gas and food mart
16. Pike Liquors
17. Wawa white horse pike
18. Valley discount
19. Lucas Laundry
20. Lees Value Cleaners
21. Linden Check Cashing
22. Gino Pizza.

**Re - Inspections pending:**

1. Quick Food Mart
2. Pullella Pizza
3. Neighbors who care
4. Center Stage Entertainment
5. Mega Wireless
6. White Oak Baptist church
7. Blue Chip Sports
8. Lower Camden County Dog Training
9. Pavart
10. Milano Foods

**Complaints: Received: 1   Complaints: Resolved: 1   Imminent Hazards:**  
**0**

**Requested Response: 0   Time Extensions: 0**

**Civilian Burn Reports: 0**

**Permits Issued: Type I   0   Type II   0**

**Penalties Issued:**

**Correspondences: N/A**

**Comments to District Commissioners:**

1. Deterdings pre-inspection. 5/9/15
2. Attended meeting with Stonington Court apartments, about park lot repaving 6/3/15
3. Attended pre-construction meeting for Berlin Rd. 6/4 /15
4. Attended meeting with LPD Captain McCarthy for National Night in August 6/11/15

**Fire Prevention Programs:**

1. Alex's Lemonade stand at Lindenwold Park 6/6/15 raised over \$22,000 and broke world record.

**Problems:**

**Code Violation Investigations: 0**

**Total fee's received to date:**      LHU Rebate: \$ 4,135.63  
LHU Rebate: \$ 1,735.50  
LHU Rebate: \$  
LHU Rebate: \$

**NLH Registrations:**

Registrations: \$ 15,820.25  
Registration late fee: \$ 885.00  
Permits: \$ 374.00  
Penalty: \$ 3,000.00

**Total:**                                      \$25,950.38

**For Better Fire Protection,**

Michael J. Nolan, Fire Official

Tim D. Shannon, Fire Prevention Specialist

Mike Breeze, Fire Prevention Specialist



# **BOARD OF FIRE COMMISSIONERS**

---

**LINDENWOLD FIRE DISTRICT NO.1**

**2201 BANGOR AVENUE  
LINDENWOLD, NJ 08021**

**PHONE: 856-346-0935**

**FAX: 856-346-3638**

June 15, 2015

June 2015 Chief's Report

1. Gio's Welcome Home salute 5/18/15
2. Participated in table top exercise for Bakken Oil derailments 5/21/15
3. Attended Lindenwold Memorial services at Lindenwold Park 5/25/15
4. Attended Lindenwold School #5 presentation of stuffed animals 5/29/15
5. Attended C.C. Fireman's Asso. Memorial Services at C.C.E.T.C. 5/27/15
6. Attended the C.C. Fire Chiefs Exe. Board meeting 6/3/15
7. Attended meeting of the C.C. Hazmat taskforce for Pope visit 6/9/15
8. Attended the C.C. Fire Chiefs meeting 6/11/15

Michael Nolan  
Executive Fire Administrator/Fire Official  
Lindenwold Fire Department  
Cell - 609-923-8354

All,

Scientists from University of Texas Health Sciences Center's School of Public Health and the Center for Fire, Rescue & EMS Health Research at the National Development & Research Institutes are looking for **volunteer or mostly volunteer fire departments** to participate in the test of an online wellness program for volunteer Firefighters. The project, funded by FEMA's Research and Development grants, will study the usefulness and acceptability of the program with departments across the country.

**For this study, they are looking for departments that do not currently have an active wellness program, but are interested in adopting a department-wide program.** If selected, the project team will make two or three visits to your department to examine important health factors such as nutrition, exercise, and body composition in a sample of your firefighters. Participants will then have access to an online program that focuses on changing diet, increasing physical activity, and improving behavioral health. The program includes personal health coaching.

Departments will receive direction on program implementation, a summary of the project's findings for your department, and access to a nationally known team of fire service researchers for collaboration and education. **Importantly, data on individual firefighters will not be shared with anyone and will be considered confidential by the research team. There are no financial costs for participation in the study.** The research team has a long and trusted relationship with the fire service and has worked with many departments across the nation.

To learn more about the project or nominate your department to participate, contact:

Dr. Sara Jahnke at: [jahnke@ndri.org](mailto:jahnke@ndri.org)

Sounds like ya can't miss!

Take Care. Be Careful. Pass It On.

BillyG

The Secret List 6/10/2-15-1500 Hours

[www.FireFighterCloseCall.com](http://www.FireFighterCloseCall.com)

**CAMDEN COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING AGENCIES/UNITS**

**RESOLUTION 2015 - 14**

**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, Emergency Medical Service, fire departments, fire companies or EMS organizations and fire departments situated in fire districts operated by a Board of Fire Commissioners, 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.A9-33 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 and/or departments/agencies involved to enter into a mutual aid and assistance agreement with the County of Camden and other municipalities including (but not limited to) municipal police, Emergency Medical Service or fire departments, volunteer fire companies or EMS organizations and/or fire districts 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 Lindenwold Fire District No. 1,

Borough of Lindenwold , County of Camden, and the State of New Jersey as Follows:

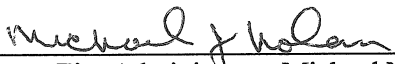
- A. That the Lindenwold Fire District No.1 is hereby authorized and directed to enter into the Camden County Mutual Aid and Assistance Agreement Between Participating Units, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.
- B. That EFA Michael Nolan and Board Chairman Clifford S. Ruth

Of the Lindenwold Fire District No. 1 are hereby authorized and directed to execute said Mutual Aid and Assistance Agreement on behalf of the Borough of Lindenwold.

**CAMDEN COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING AGENCIES/UNITS**

- C. That the Lindenwold Fire District No. 1 is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Camden County 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.

Dated: June 15, 2015

  
Exec. Fire Administrator Michael Nolan

  
Clifford S. Ruth, Chairman

  
Witness: District Clerk Kathleen Crockett

**CAMDEN COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING AGENCIES/UNITS**

**THIS AGREEMENT** (having a term which expires (M/D/Y) is made between the parties set forth on Schedule A (attached hereto) all of which are either the County of Camden and all of its departments, municipalities including, but not limited to, municipal police and public works, Emergency Medical Service and/or fire departments, volunteer fire companies or EMS organizations or 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, local<sup>1</sup> 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.A9-33 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**, relative to Emergency Medical Services the State of New Jersey adopted "Emergency Medical Services", N.J.S.A. 26:2K-60 et. Seq, and N.J.A.C 8:40 et seq, that govern and/or set standards for the delivery of pre-hospital emergency medical care, and

**WHEREAS**, relative to Fire Service Based EMS 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**, relative to Fire Service Based EMS 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 to 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 a declared emergency.

---

<sup>1</sup> 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)

**CAMDEN COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING AGENCIES/UNITS**

**WHEREAS**, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss of life/limb, damage or destruction of property, catastrophe, civil unrest, major emergency or other extraordinary devastation and to address those situations when additional aid and assistance is needed to 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 people and/or places.
  - 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 Incident Commander/Unified Command or their designee in accordance with all procedures in effect at the time of the request. The Public Safety Communications Center having jurisdiction 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 County-Office of Emergency Management having jurisdiction for review by the appropriate coordinator prior to the first day of March each year.
    - i. All EMS Mutual Aid Plans shall be in compliance with the New Jersey State Emergency Operations Plan, ESF #8, New Jersey E.M.A.C. Plan, and Fire Based EMS with Fire Service Emergency Deployment Rules N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.

**CAMDEN COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING AGENCIES/UNITS**

- ii. The County Emergency Management Coordinator, 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 at the scene of the emergency. For the purposes of this plan it can be assumed that Branch Directors have been established and it would be anticipated that Mutual Aid Units would be serving under that section and/or operating in compliance with the State Incident Management System. 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. departments/agencies 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.9-33 et seq. and specifically Emergency Medical Services N.J.S.A.26:2K-60.

**CAMDEN COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING AGENCIES/UNITS**

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 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 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 signing by each of the Participating Units and shall continue in full force and effect through (M/D/Y). Any Participating Unit may withdrawal from this Agreement by providing all other Participating Units, the County OEM EMS, Fire and/or Police Coordinator, and the County OEM Coordinator or his/her designee with sixty (60) days advanced written notice of withdrawal, 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**, County of Camden and each Municipality, Department/Agency representing each Participating Unit 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.




**CAMDEN COUNTY  
MUTUAL AID AND ASSISTANCE AGREEMENT  
BETWEEN PARTICIPATING AGENCIES/UNITS**

The Lindenwold Fire District No. 1 has executed this agreement on the  
(Department/Agency, Municipality or Corporation)

15th Day of June, 2015

Authorized Signature:  Official Title Exec. Fire Administrator  
Michael J. Nolan

Authorized Signature:  Official Title Chairman of the Board  
Clifford S. Ruth

**FIRE DISTRICT No. 1**  
**Board of Fire Commissioners**  
**Borough of Lindenwold, County of Camden**

**RESOLUTION 2015 - 15**

**AUTHORIZING PENALTIES FOR FAILURE OF BUILDING OWNER TO INSTALL OR MAINTAIN A  
KNOX BOX KEY BOX.**

**WHEREAS**, Lindenwold Borough Ordinance No. 1163 mandates that all buildings with an automatic fire alarm or sprinkler system have a rapid-access key box (KNOX BOX) installed at the expense of the owner or occupant of the structure in an accessible location to be approved by the Fire Official and of a type to be approved by the Fire Official and installed in a manner approved by the Fire Official; and

**WHEREAS**, the Key BOX needs to be of a size necessary to meet the needs of the building or complex and shall contain the following;

- (a) Updated keys necessary for access to all portions of the premises
- (b) Keys to the fire alarm control panels, keys necessary to operate or service fire alarm control panels and keys to operate or service fire protection systems
- (c) The name, address and phone number for the company or contractor for servicing the alarm or fire suppression systems
- (d) Electronic entry cards
- (e) Elevator or emergency information
- (f) Floor plans
- (g) Any other information which may be needed or required by the Fire Official ; and

**WHEREAS**, Executive Fire Administrator Michael Nolan (hereinafter, "EFA Michael Nolan") is the Board's Fire Official, and

**WHEREAS**, it is deemed to be in the best interests of the residents of this municipality to impose penalties , in accordance with the Borough Ordinance, upon any building owner or occupant who fails to install and maintain a key box, after receiving due notice from the Fire Official, to either install or maintain a key box of \$100. Furthermore, after a penalty is issued and the violation remains unabated after thirty (30) days a daily penalty of \$100.00 for each day the violation remains unabated will be imposed.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Fire Commissioners of Fire District No. 1, Borough of Lindenwold, County of Camden,

- A. EFA Michael Nolan or his designee shall enforce the Key Box Ordinance as Lindenwold's Fire Official
- B. EFA Michael Nolan shall issue penalties pursuant to the procedures established in the NJ Fire Code

Dated: June 15, 2015

  
\_\_\_\_\_  
Chairman Clifford S. Ruth

  
\_\_\_\_\_  
Witness: Kathleen Crockett, District Clerk