

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

**Meeting Date:** July 20, 2015  
**Meeting Place:** Fire Administration Building  
**Meeting Called To Order:** 7:30 pm  
**Members of Board Present:** **Chairman** – Clifford Ruth  
**Vice Chairman** – Richard Paul  
**Treasurer** – Raymond McManus  
**Secretary** – Wayne Hans  
**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**

All present.

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

Motion made by Comm. Paul, seconded by Comm. Weindel to approve the 06/15/15 minutes as they are available to the public upon request. Any questions? (hearing none) All in favor, ayes have it. Comm. Hans abstained.

**Correspondence – Cl.Crockett**

**Incoming**

A letter was received from the ISO regarding our effective date of October 1<sup>st</sup> rating for public protection classification and I think Comm. Ruth is going to elaborate on that more or just mention it here.

**Comm. Ruth:** No, that's good. It went down.

**Cl.Crockett:** Yes, it went down. The public protection classification rating is 03/3X and it was a 4 in the past.

**Outgoing**

n/a

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

As of 07/20/15:

TD Bank General Checking	105,672.44
TD Bank Money Market Account	511,828.61
TD Bank Money Market Capital	441,127.64
TD Bank Payroll Checking	42,324.67
TD Bank LEA Dedicated Penalty	10,998.05
TD Bank LEA Trust Penalty	16,026.20
Petty Cash	200.00
Total Current Assets	1,128,177.61

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 34 bills totaling \$25,586.42.

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

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

## **COMMITTEE REPORTS**

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

**Comm. Paul:** Chief Nolan picked up some new chains for the chain saws after the storm, we had some sharpened. There is a chain saw right now that's repaired and we're picking it up tomorrow.

### **Turn-Out Gear – Comm. Paul**

**Comm. Paul:** There was an issue with a member's helmet. It was taken care of and addressed with a directive from the Chief. It's either the Chief or Commissioner in charge of turn-out gear to make alterations to helmets. That's all I got.

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

No report.

### **Fitness Center – Comm. Paul**

No report.

### **Apparatus – Comm. McManus**

**Comm. McManus:** Justin's been doing quite a bit of the minor work on the vehicles. He just got done working on PK's, and he's going to take Mike's and do some work on that. He finished up all the minor stuff on the apparatus. I just sent an email to First Priority getting a bunch of quotes. Most expensive I think is going to be the Squirt, it needs the packing replaced. It's leaking water into the transfer case so I have to get that done as soon as possible.

### **Computers – Comm. McManus**

**Comm. McManus:** As far as I know, they're all working good except for in here tonight.

### **Communications – Comm. McManus**

**Comm. McManus:** The radios, I'm going to be down at Tekk Comm tomorrow and talk to Gary and Tim and get this warranty stuff straightened out.

### **Sale of Assets – Comm. McManus**

No report.

### **Assist Personnel – Comm. McManus**

No report.

### **Budget – Comm. McManus**

**Comm. Ruth:** Do you want to go over the dates for the budget meetings. Do you want to bring them up because the first one is in September.

**Comm. McManus:** The dates are set.

**Comm. Ruth:** 09/14/15 is the Bureau of Fire Prevention and Presidents.

**Comm. McManus:** Do you want to send a letter out Kathy or email to the Presidents?

**Cl.Crockett:** Sure.

**Comm. Ruth:** Make sure all three Presidents get one.

**Comm. McManus:** It's hard to believe that's coming up already.

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

**Comm. Hans:** The eye station cartridge at Station 1 was replaced so hopefully no one pulls that again. Station 3, Quality came out and did the weeds and mulch, so that's taken care of. Other than that, that's all I have at this time.

### **Health & Safety – Comm. Hans**

No report.

### **Fixed Assets – Comm. Hans**

No report.

**Hydrants / Water – Comm. Hans**

No report.

**Insurance – Comm. Weindel**

**Comm. Weindel:** On 06-25-15 from the storm, we had two on-the-job injuries. Keith Polifrone and Jeimi Arevalo from Battalion 1. Keith used his own insurance at the time, and Jeimi went to an urgent care center and got treated but she put her own money out to get taken care of. Kathy said she's working with the insurance company to get her reimbursed for the money she put out.

**Sol.Tavani:** Both injuries occurred in the course of performing the duties of the District?

**Cl.Crockett:** Yes.

**Sol.Tavani:** That should be workers comp.

**Cl.Crockett:** It is worker's comp, but because it was only poison ivy, they went to urgent care thinking it was a minor thing, but it still has to be followed through as normal workers comp.

**Sol.Tavani:** Emergency like that does not require authorization.

**Cl.Crockett:** No, you don't need that. They went to urgent care on their own and didn't say it was a workers case.

**Comm. Weindel:** I also want to talk to the Chief about maybe going over the procedures for when people do get injured that they do the proper procedures instead of doing your own. If it's an emergency you got to go where you got to go, but something like that we can get it taken care of.

**Comm. McManus:** It's all right in the procedures.

**Comm. Weindel:** That's what I figured, but it's got to be reviewed then if nobody followed it.

Other than that, I've got a meeting with Kathy and the Insurance Company on Friday at 1:00pm so I'll be here. That's it.

**Incentive Program – Comm. Weindel**

No report.

**Uniforms – Comm. Weindel**

No report.

**Fuel – Comm. Weindel**

No report.

**Administration / Personnel – Comm. Ruth**

No report.

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

**Comm. Ruth:** The Fire Official's report for 06-15-15 – 07-20-15 was read aloud, a copy is attached to the minutes. For better Fire Protection, Michael Nolan - Fire Official, Michael Brezee & Timothy Shannon - Fire Prevention Specialists.

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

**Comm. Ruth:** EFA Nolan's is on vacation. His report was read aloud, a copy is attached to the minutes.

**Training Division – Comm. Ruth**

**Comm. Ruth:** The Training reports for May and June were read aloud, copies are attached to the minutes. Respectfully submitted, Steve Schwegel, Jr. & Justin Mastalski and Andrew Sarli-Prelle, Training Division.

**President's Report – Comm. Ruth**

**Comm. Ruth:** Presidents? (hearing none)

**Solicitor – R. Tavani**

Sol. Tavani: I have nothing for this evening Mr. Chairman.

**Resolutions – Comm. Ruth**

No Resolutions.

**Old Business – Comm. Ruth**

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

**New Business – Comm. Ruth**

**Comm. Hans:** It's coming up, National Night Out, Tuesday August 4<sup>th</sup> at Lindenwold Park. The Fire Department will be there also along with the Municipal Alliance and Police Department.

**Comm. Ruth:** Right. I think an email was already sent out on it. He comes back the 4<sup>th</sup> and it's that night.

**Comm. Hans:** So the Fire Department has everything all cleared out for that?

**Comm. Ruth:** Should be, yes. Any other New Business? (hearing none)

**Public Portion – Comm. Ruth**

Motion made by Comm. McManus, seconded by Comm. Paul. All in favor, ayes have it. (hearing none)

Motion made by Comm. Paul, seconded by Comm. Weindel. All in favor, ayes have it.

**Open to Commissioners – Comm. Ruth**

**Comm. Paul:** Next Tuesday night is Christmas in July at Muellers. The Fire Department will be out there for a few hours if you want to stop by.

**Comm. Weindel:** How is the new truck coming along?

**Comm. McManus:** We're waiting for the engineers to come back with another print. We made some changes at the last meeting.

**Comm. Hans:** Hopefully I won't miss no more meetings. The fire classes are all done, so hopefully I'll be here.

**Closed Session – Comm. Ruth**

**Sol.Tavani:** I have nothing.

**Adjourn - Comm. Ruth**

Motion made by Comm. Paul, seconded by Comm. Weindel to adjourn the meeting at 7:49 pm.

All in favor, ayes have it.

4:32 PM  
07/20/15  
Accrual Basis

Lindenwold Fire District No.1  
Treasurer's Report  
As of July 20, 2015

Jul 20, 15

**ASSETS**

**Current Assets**

**Checking/Savings**

**1000 · CASH**

1010 · TD Bank General Checking 105,672.44

1011 · TD Bank Money Market Acco... 511,828.61

1013 · TD Bank Money Market Capital 441,127.64

1020 · TD Bank Payroll Checking 42,324.67

1030 · TD Bank LEA Dedicated Pen... 10,998.05

1040 · TD Bank LEA Trust Penalty 16,026.20

1090 · Petty Cash 200.00

**Total 1000 · CASH** 1,128,177.61

**Total Checking/Savings** 1,128,177.61

**Total Current Assets** 1,128,177.61

**TOTAL ASSETS** 1,128,177.61

**LIABILITIES & EQUITY** 0.00

# LINDENWOLD FIRE DEPARTMENT

## TRAINING DIVISION

To: Commissioner Ruth  
From: Training Division  
Date: 07/20/2015  
Re: June Training Report

### Department Training

- June 9, 2015
  - Topic: Vehicle Extrication tool review
  - Instructor: Training officer Mastalski & Sarli-Prelle
  - Students: 18
  - Hours: 3
- June 16, 2015
  - Topic: Vehicle Extrication (Stabilization)
  - Instructor: Training office Schwegel & Mastalski
  - Students: 20
  - Hours: 3
- June 23, 2015
  - Topic: Storms – no training
- June 30, 2015
  - Topic: Battalion night

Respectfully Submitted,

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Steve Schwegel Jr  
Justin Mastalski  
Andrew Sarli-Prelle

# LINDENWOLD FIRE DEPARTMENT

## TRAINING DIVISION

To: Commissioner Ruth  
From: Training Division  
Date: 06/15/2015  
Re: May Training Report

### Department Training

- May 11, 2015
  - Topic: Gemtor Belt training
  - Instructor: Training officer Schwegel
  - Students: 17
  - Hours: 3
- May 18, 2015
  - Topic: Bailouts, Denver drill & disentanglements
  - Instructor: Training office Mastalski
  - Students: 18
  - Hours: 3
- May 25, 2015
  - Topic: Bailouts (CCFA smoke tower)
  - Instructors: Training officer Schwegel
  - Students: 12
  - Hours: 4

Respectfully Submitted,

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Steve Schwegel Jr  
Justin Mastalski  
Andrew Sarli-Prelle

# LINDENWOLD BUREAU OF FIRE PREVENTION

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

7/20/15

## FIRE MARSHAL'S REPORT

June 15, 2015

/

July 20, 2015

### Inspections Completed to date:

1. Tejas Bar and Grill
2. Chews landing Cleaners
3. Cifellis Pizza
4. Clementon Family
5. Clementon Grocery
6. Woodland Village
7. A-1 Hollywood Braiding Hair  
Salon & Bout.
8. African Jamaican Restaurant
9. Buzzcutz Barbershop
10. Exclusive Barber Shop
11. L's Beauty Mart, LLC
12. MLG Realty LLC
13. New Hope Pharmacy
14. So It Is African Market

### Re - Inspections pending:

1. Lynnbrook Gardens – Complete
2. Birchwood Gardens - Complete

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:

1. **ISO Report Received** – The department went from a low 4 to a 3 score, will lower insurance rates for residents and businesses.

**Comments to District Commissioners:**

1. Investigation of car fire at Linden Auto Body, 800 bldg. the Greens 6-29-15
2. Investigation of shed fire – 708 Norcross 7/9/15
3. Attended meeting with Tejas Grill about registration and overcrowding compliant. 7/14/15

### Fire Prevention Programs:

1. Attended meeting with Jim Daly – Fire Prevention Materials 7/6/15

### Problems:

## Code Violation Investigations: 0

**Total fee's received to date:**

LHU Rebate:	\$ 4,135.63
LHU Rebate:	\$ 1,735.50
LHU Rebate:	\$ 5,122.77
LHU Rebate:	\$

### NLH Registrations:

Registrations: \$ 15,946.25  
Registration late fee: \$ 885.00  
Permits: \$ 374.00  
Penalty: \$ 3,000.00

**Total: \$31,199.15**

**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**

July 20, 2015

July 2015 Chief's Report

1. Phone conference with Center for Fire, Rescue, and EMS Health Organization, for a grant for physical fitness for the Department. 6-15-15
2. Attended a meet C.C. Comm. Director Blaker, commutations issues. 6/16/15
3. Straight line wind storm – Department answered **81** calls for service from 18:00hrs. - 01:00hrs.
4. The following members attended NJ Weekend at the National Fire Academy, Maryland M. Nolan, M. Brezee, S. Pizzo and S. Schwegel. 6-26-15 to 6/28/15
5. Attended Truck Committee meeting with KME Skip Stinger
6. Attended Radio Advisory Committee meeting 7/8/15
7. Working shed fire – 708 Norcross Ave. 7/8/15

**The Department answered 171 calls for service for the month of June 2015**

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

## Resolution 2015 - 16

LINDENWOLD FIRE DISTRICT No. 1  
Borough of Lindenwold  
County of Camden

### AUTHORIZING THE PARTICIPATION IN THE "HGAC" (HOUSTON-GALVESTON AREA COUNCIL), A NATIONAL COOPERATIVE CONTRACTING UNIT

WHEREAS. P.L. 2011,c139 allows Fire District No. 1, Borough of Lindenwold, Camden County, New Jersey, as a local contracting unit, to utilize national cooperative contracts as a method of procurement, and

WHEREAS. "HGAC (Houston-Galveston Area Council)" is a cooperative purchasing program administered by the Houston-Galveston Area Council, a service agency consisting of a political subdivision of the State of Texas located in Houston, Texas, and

WHEREAS. "HGAC" meets the criteria established by the laws of the State of New Jersey permitting local contracting units to utilize national cooperative contracts as a method of procurement, and

WHEREAS. The Board of Fire Commissioners Fire District No. 1 of the Borough of Lindenwold desires to become a member of "HGAC" purchasing network and to use various contracts to acquire products, equipment, and services.

NOW THEREFORE it is herein resolved by the Board of Fire Commissioners, Fire District No. 1 of the Borough of Lindenwold that the Board Chairman and Board Treasurer are hereby authorized to complete all necessary documentation necessary for the Fire District No. 1 of the Borough of Lindenwold to become a member of the "HGAC" purchasing network.

Dated: August 17, 2015

  
\_\_\_\_\_  
Clifford S. Ruth, Chairman of the Board

I, Kathleen Crockett, District Clerk to the Board of Fire Commissioners, hereby certify that the within resolution was adopted by the Board of Fire Commissioners for Fire District No. 1 of the Borough of Lindenwold at a regular meeting of the Board held on August 17, 2015.

  
\_\_\_\_\_  
Kathleen Crockett, District Clerk



## INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.: \_\_\_\_\_

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \*Lindenwold Fire District No. 1, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \*2201 Bangor Avenue, Lindenwold, NJ 08021

### WITNESSETH

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \*08/17/2015 (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

#### **ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

#### **ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \*01/01/2015 and ends \*12/31/2015. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

#### **ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

#### **ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

#### **ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

#### **\* Lindenwold Fire District No. 1**

Name of End User (*local government, agency, or non-profit corporation*)

**\* 2201 Bangor Avenue**

Mailing Address

**\* Lindenwold**

NJ

08021

City

State

ZIP Code

**\*By:**

*Clifford S. Ruth*  
Signature of chief elected or appointed official

**\* Clifford S. Ruth**

**08/17/2015**

Typed Name & Title of Signatory

Date

#### ***Houston-Galveston Area Council***

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_

Executive Director

Attest: \_\_\_\_\_

Manager

Date: \_\_\_\_\_

*\*Denotes required fields*

## \*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program,**  
**P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: Lindenwold Fire District No. 1 County Name: Camden  
(Municipality/County/District/etc.)

Mailing Address: 2201 Bangor Avenue Lindenwold NJ 08021  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (856) 346-0935 FAX Number: (856) 346-3638

Physical Address: same  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: www.lindenwoldfire.com

Official Contact: Raymond McManus  
*(Point of Contact for HGACBuy Interlocal Contract)*  
Mailing Address: 2201 Bangor Avenue  
*(Street Address/P.O. Box)*  
Lindenwold NJ 08021  
*(City) (State) (ZIP Code)*

Title: Commissioner  
Ph No.: (856) 346-0935 -                       
Fx No. : (856) 346-3638 -                       
E-Mail Address: rmcmanus@lindenwoldfire.com

<b>Authorized Official:</b> <u>Clifford S. Ruth</u> <div style="text-align: center;"><i>(Mayor/City Manager/Executive Director etc.)</i></div> <b>Mailing Address:</b> <u>2201 Bangor Avenue</u> <div style="text-align: center;"><i>(Street Address/O.O. Box)</i></div> <div style="display: flex; justify-content: space-between;"> <span><u>Lindenwold</u></span> <span><u>NJ</u></span> <span><u>08021</u></span> </div> <div style="display: flex; justify-content: space-between;"> <span><i>(City)</i></span> <span><i>(State)</i></span> <span><i>(ZIP Code)</i></span> </div>	<b>Title:</b> <u>Chairman of the Board</u> <b>Ph No.:</b> <u>(856) 346-0935</u> - _____ <b>Fx No. :</b> <u>(856) 346-3638</u> - _____ <b>E-Mail Address:</b> <u>cruth@lindenwoldfire.com</u>
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**Official Contact:** Kathleen Crockett  
*(Purchasing Agent/Auditor etc.)*  
**Mailing Address:** 2201 Bangor Avenue  
*(Street Address/O.O. Box)*  
Lindenwold NJ 08021  
*(City) (State) (ZIP Code)*

**Title:** District Clerk  
**Ph No.:** (856) 346-0935 -                       
**Fx No.:** (856) 346-3638 -                       
**E-Mail Address:** kcrockett@lindenwoldfire.com

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Public Works Director/Police Chief etc.)*  
Mailing Address: \_\_\_\_\_ Ph No.: \_\_\_\_\_ - \_\_\_\_\_  
*(Street Address/O.O. Box)* Fx No. : \_\_\_\_\_ - \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
\_\_\_\_\_  
*(City) (State) (ZIP Code)*

Official Contact: _____		Title: _____	
	Michael J. Nolan	Executive Fire Administrator	
(EMS Director/Fire Chief etc.)			
Mailing Address: _____		Ph No.: (609) 923-8354 _____	
	2201 Bangor Avenue	Fx No.: (856) 346-3638 _____	
(Street Address/O.O. Box)		E-Mail Address: _____	
Lindenwold	NJ	mnolan@lindenwoldfire.com	
08021			
(City)	(State)	(ZIP Code)	

**\* denotes required fields**

# RESOLUTION

Res-Pg: 64-1

## 2015 - 17

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT (BID A-20/2015),  
BY AND BETWEEN THE COUNTY OF CAMDEN (DIVISION OF PURCHASING)  
AND CONSTELLATION NEWENERGY, INC. AND SOUTH JERSEY ENERGY  
FOR ELECTRIC GENERATION SERVICES FOR THE SOUTH JERSEY  
POWER COOPERATIVE**

WHEREAS, the County of Camden on behalf of the South Jersey Power Cooperative ("SJPC") publicly advertised bids for the purpose of procuring electric energy services (Bid A-20/2015) through the paper method; and

WHEREAS, the County received and opened publicly advertised bids on April 16, 2015 at 11:30 a.m., Prevailing Time, for Bid A-20/2015, Electric Generation Supply Service for the South Jersey Power Cooperative; and

WHEREAS, bids were received from three vendors; and

Constellation NewEnergy, Inc.;  
South Jersey Energy Company;  
Direct Energy Business Marketing, LLC;

and

WHEREAS, Direct Energy Business Marketing, LLC is being rejected for non-compliance with the bid specifications; and

WHEREAS, Constellation NewEnergy, Inc., and South Jersey Energy Company complied with the bid specifications and are the lowest responsible bidders for electric generation service as follows:

1. Constellation NewEnergy, Inc. for Option 1 at the rate of \$0.07367 per kWh; Option 3 at the rate of \$0.07951 per kWh; and Option 7 at the rate of \$0.08134 per kWh for a period of 24 months commencing in June 2015;
2. South Jersey Energy Company for Option 6 at the rate of \$0.07347 per kWh for a period of 24 months commencing in June, 2015.

and

# RESOLUTION

Res-Pg: 64-2

WHEREAS, there is a need to authorize and award contracts to Constellation NewEnergy, Inc. for Options 1, 3 and 7 and South Jersey Energy Company for Option 6, for the needs of the County of Camden and participating members of the SJPC as described above commencing on with the June, 2015 meter reading for each participating member; and

WHEREAS, funding for this purpose (for Bid A-20/2015) shall be encumbered at the rates of the above-stated per kilowatt-hour amounts to the limit of the budget appropriation for this purpose in accordance with N.J.A.C. 5:30-5.5(b)(2) and shall further be contingent upon the availability and appropriation of sufficient funds for this purpose in the County's 2015 permanent budget and 2016 and 2017 temporary and/or permanent budgets; now, therefore,

BE IT RESOLVED by the Board of Chosen Freeholders of the County of Camden that, contingent upon the funding as described herein, the proper County officials be and are hereby authorized to execute all documents necessary to effect the agreement described herein with Constellation NewEnergy, Inc., 100 Constellation Way, Baltimore, MD for Options 1, 3 and 7 of Bid A-20/2015 at a rate of \$0.07367 per kWh for Option 1; \$0.07951 per kWh for Option 3 and \$0.08134 per kWh for Option 7 for a period of 24 months commencing with the June 2015 meter reading be and the same is hereby approved and awarded; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Camden that, contingent upon the funding as described herein, the proper County officials be and are hereby authorized to execute all documents necessary to effect the agreement described herein with South Jersey Energy Company, 1 South Jersey Plaza, Folsom, New Jersey 08037, for Option 6 of Bid A-20/2015 at the rate of \$0.07347 per kWh for a period of 24 months commencing with the June 2015 meter reading be and



# RESOLUTION

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the same is hereby approved and awarded; and

BE IT FURTHER RESOLVED that each Participating Government Entity shall encumber funds in accordance with law and shall award a similar contract for its needs to the appropriate electric energy generation service supplier as described herein, in accordance with the terms and conditions of Bid A-20/2015; and

BE IT FURTHER RESOLVED that the bid of Direct Energy Business Marketing, LLC, is hereby rejected for non-compliance with the bid specifications; and

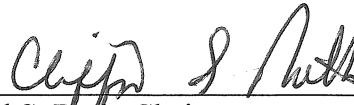
BE IT FURTHER RESOLVED that Item Nos. 2, 4, 5 and 8 are hereby rejected due to lack of anticipated savings versus utility default rates.

LJP:amf

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Res. auth. Agree - Auth. 4-16-15

Dated: August 17, 2015



Clifford S. Ruth, Chairman  
Lindenwold Fire District No. 1

Attest:

  
Kathleen Crockett, District Clerk