

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

**Meeting Date:** August 17, 2015  
**Meeting Place:** Fire Administration Building  
**Meeting Called To Order:** 7:30 pm  
**Members of Board Present:** **Chairman** – Clifford Ruth, excused  
**Vice Chairman** – Richard Paul  
**Treasurer** – Raymond McManus  
**Secretary** – Wayne Hans  
**Commissioner** – Frank Weindel  
**District Clerk** – Kathleen Crockett  
**Solicitor** – Richard Tavani, excused

**Salute the Flag**

**Sunshine Law – Comm. Paul**

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. Paul**

Comms. Hans, McManus, Weindel and Paul present. Comm. Ruth is excused, he's not feeling well.

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

Motion made by Comm. McManus seconded by Comm. Weindel to approve the 07/20/15 minutes as they are available to the public upon request. Any questions? (hearing none) All in favor, ayes have it.

**Correspondence – Cl.Crockett**

**Incoming**

We received the NJ State Association of Fire District's quarterly report dated 06/06/15.

**Outgoing**

A letter was sent to the Borough of Lindenwold that the Fire Official reviewed the application for an external trash enclosure at the Wawa on the White Horse Pike, and it was approved.

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

As of 08/17/15:

TD Bank General Checking	69,677.40
TD Bank Money Market Account	511,918.39
TD Bank Money Market Capital	441,314.97
TD Bank Payroll Checking	28,025.55
TD Bank LEA Dedicated Penalty	10,998.05
TD Bank LEA Trust Penalty	16,027.38
Petty Cash	200.00
Total Current Assets	1,078,161.74

Motion made by Comm. Hans, 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 38 bills totaling \$43,519.30.

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

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

## **COMMITTEE REPORTS**

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

No report.

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

**FO Nolan:** The Fire Official's report for 07/21/15 - 08/17/15 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.

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

**Comm. Paul:** A chain saw was repaired and picked up at Ed's Rental.

Since the last meeting there was a fire, and we lost and damaged a TIC (Thermal Imaging Camera). I'm in the process of getting the insurance claim and we are also demoing a new TIC.

Chief Nolan is also working with the Captain's to come up with a wish list for the new equipment for this year.

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

**Comm. Paul:** Rich Zimmerman, and old-new member will be sworn-in tonight and there was one Junior application that was given out today.

**Cl.Crockett:** Yes, Eugene McLaughlin.

### **Fitness Center – Comm. Paul**

**Comm. Paul:** I'll be calling this week to get a repair done on one of the treadmills and also a yearly maintenance. We're also looking into some new dumbbells and equipment and looking for a price for a new spin bike.

### **Turn-Out Gear – Comm. Paul**

**Comm. Paul:** I'm getting a count for people who need Gemtor belts and new gear. That's all I have.

### **Apparatus – Comm. McManus**

**Comm. McManus:** You're going to see quite a bit of stuff going on. First Priority is going to be in between now and the end of September doing a lot of work, and we're also having all of our testing done. On the 29<sup>th</sup> & 30<sup>th</sup>, they're going to be doing pump test, ladders, ground ladders and hose testing in two days. I'm still waiting for American Test Center to get back to me on doing the Aerials. They were supposed to be done this month and I called them and they haven't gotten back to me. I know I say it every year, but I think this is the last year for American Test Center.

### **Computers – Comm. McManus**

**Comm. McManus:** Everything seems to be working pretty well. The one on the Ladder had an issue and Justin is working on that, but everything else seems to be working pretty good.

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

**Comm. McManus:** We had one microphone disappear, nobody knows what happened to it so we had to get a new microphone. That's it.

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

No report.

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

No report.

### **Budget – Comm. McManus**

No report.

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

**Comm. Hans:** I have nothing to report 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:** I don't know if you guys read your emails, but Jeimi's insurance case has been closed. I'm still trying to find out if Jeimi got reimbursed.

**Cl.Crockett:** I took care of that today.

**Comm. Weindel:** You did? OK.

**Comm. Weindel:** Again, Kathy sent an email out on the Thermal Imaging Camera on the 29<sup>th</sup> to begin the insurance claim. The file has been established and assigned to an adjustor. They will review the correspondence submitted and contact us.

**Comm. Weindel:** We had a meeting with the Insurance Co., me and Kathy, to go over our policy. Not much has changed. They needed our technical network information and a form was sent to Don Miller to be filled out regarding the technical network.

**Cl.Crockett:** And that was already sent back to the Insurance Co.

**Comm. Weindel:** Also Kathy gave them our Fixed Assets for 2009-2014, and they asked us to get an inventory of each truck for items over \$2,000. Kathy was going to talk to the Chief about this.

**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.

**Training Division – Comm. Paul**

**Comm. Paul:** The Training Report for July 2015 was submitted, a copy is attached to the minutes. Respectfully submitted Steve Schwegel, Jr., Justin Mastalski and Andrew Sarli-Prelle.

**President's Report – Comm. Paul**

No President's present.

**Solicitor – R. Tavani**

Sol. Tavani is excused.

**Resolutions – Comm. Paul**

**Cl.Crockett: Resolution 2015 – 16** Authorizing the Participation in the "HGAC" (Houston-Galveston Area Council), a National Cooperative Contracting Unit

Motion made by Comm. McManus, seconded by Comm. Weindel to accept Resolution 2015-16.

Roll call vote, all yes.

**Resolution 2015 – 17** Authorizing an Award of Contract 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

Motion made by Comm. Weindel, seconded by Comm. McManus to accept Resolution 2015 – 17.

Roll call vote, all yes.

**Old Business – Comm. Paul**

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

**New Business – Comm. Paul**

**Comm. Paul:** EFA Nolan to swear-in the new-old Firefighter Rich Zimmerman. Congratulations.

**Public Portion – Comm. Paul**

Motion made by Comm. Hans, seconded by Comm. Weindel to open to the Public.

All in favor, ayes have it. (hearing none)

Motion made by Comm. Hans, seconded by Comm. Weindel to close to the Public.

All in favor, ayes have it.

**Open to Commissioners – Comm. Paul**

**Comm. Hans:** I'd like to thank the Fire District for coming out for National Night Out. It was a great time for helping out the Lindenwold Police Department and the Municipal Alliance for the first year, it was a great turn out. I don't know if they'll make that happen again, but everybody had a great time.

**Comm. McManus:** I want to know what the bill was for Mr. Softee.

**EFA Nolan:** He was at 500 within an hour.

**Comm. Hans:** I know it was a lot.

**EFA Nolan:** Did the Borough bring up the ISO rating at any of their meetings? I sent it over about getting our new ISO rating from the Borough.

**Comm. Hans:** I don't remember that one. The only thing I remember that we talked about was for Public Adjustors.

**EFA Nolan:** Right, that's still in the works. I saw Dave at National Night out and he said he'll find out what's going on but it's been three months I've been waiting anyway. It's for the board-up guys. I sent it over because we got our new ISO rating.

**Comm. Hans:** That was for the board-up?

**EFA Nolan:** No. The ISO is for the Insurance Services Office. It's for all businesses and homes, and we got a reduction.

**Comm. Hans:** I don't remember hearing about that one.

**Comm. McManus:** We'll probably never see the reduction.

**Comm. Paul:** The only thing I got is our next meeting will be September 14<sup>th</sup> for the budget.

**Closed Session – Comm. Paul**

n/a

**Adjourn – Comm. Paul**

Motion made by Comm. Hans, seconded by Comm. Weindel to adjourn the meeting at 7:59pm.

All in favor, ayes have it.

3:32 PM  
08/17/15  
Accrual Basis

Lindenwold Fire District No.1  
Treasurer's Report  
As of August 17, 2015

	<u>Aug 17, 15</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>1000 · CASH</b>	
1010 · TD Bank General Checking	69,677.40
1011 · TD Bank Money Market Acco...	511,918.39
1013 · TD Bank Money Market Capital	441,314.97
1020 · TD Bank Payroll Checking	28,025.55
1030 · TD Bank LEA Dedicated Pen...	10,998.05
1040 · TD Bank LEA Trust Penalty	16,027.38
1090 · Petty Cash	200.00
<b>Total 1000 · CASH</b>	<u>1,078,161.74</u>
<b>Total Checking/Savings</b>	<u>1,078,161.74</u>
<b>Total Current Assets</b>	<u>1,078,161.74</u>
<b>TOTAL ASSETS</b>	<u><u>1,078,161.74</u></u>
<b>LIABILITIES &amp; EQUITY</b>	0.00

3:33 PM  
08/17/15  
Accrual Basis

Lindenwold Fire District No.1  
**Check Register**  
As of August 17, 2015

Date	Num	Name	Credit
<b>1000 · CASH</b>			
<b>1010 · TD Bank General Checking</b>			
8/3/2015	EFT	NJSHB	1,808.64
8/17/2015	EFT	Deer Park Water	111.83
8/17/2015	EFT	NJ American Water	33.92
8/17/2015	EFT	South Jersey Gas Company	50.29
8/17/2015	EFT	Sam's Club	45.00
7/22/2015	EFT	NJ Gov't. Services	30.00
8/17/2015	EFT	Atlantic City Electric	403.22
8/17/2015	EFT	Camden County MUA	88.00
8/17/2015	EFT	Comcast	703.48
8/17/2015	EFT	Deer Park Water	111.83
8/17/2015	EFT	NAPA Auto Parts	120.36
8/17/2015	EFT	NJ American Water	6,322.00
8/17/2015	EFT	Sam's Club	99.52
8/17/2015	EFT	South Jersey Gas Company	50.29
8/17/2015	EFT	Staples Credit Plan	349.23
8/17/2015	EFT	Verizon Wireless	380.10
7/29/2015	2570	NVFC	663.00
8/17/2015	2571	A & C Services	23.00
8/17/2015	2572	C.Riley Construction, LLC	1,560.00
8/17/2015	2573	Camden County College RETC	585.00
8/17/2015	2574	Cleaning MD's	90.00
8/17/2015	2575	Cliff Ruth	38.00
8/17/2015	2576	Deer Park Fire Company	200.00
8/17/2015	2577	Donald Miller	1,250.00
8/17/2015	2578	Ed's Rental	187.97
8/17/2015	2579	Fire District 6, Gloucester To...	365.76
8/17/2015	2580	First Responder Joint Insuran...	25,802.00
8/17/2015	2581	Frank Weindel	38.00
8/17/2015	2582	Kathy Crockett	248.17
8/17/2015	2583	Pat's Pizza	47.98
8/17/2015	2584	Pullela's Pizza	186.23
8/17/2015	2585	Richard J. Paul, Jr.	38.00
8/17/2015	2586	Virtua at Work	141.00
8/17/2015	2587	W. Hans	38.00
8/17/2015	2588	Weber Gallagher	263.50
8/17/2015	2589	ProGas, Inc.	20.25
8/17/2015	2590	Petty Cash	50.73
8/17/2015	2591	Justin Mastalski	975.00
Total 1010 · TD Bank General Checking			43,519.30
Total 1000 · CASH			43,519.30
<b>TOTAL</b>			<b>43,519.30</b>

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# LINDENWOLD BUREAU OF FIRE PREVENTION

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

8/17/15

## FIRE MARSHAL'S REPORT

July 20, 2015 / August 17, 2015

### Inspections Completed to date:

1. Lindenwold High School
2. Lindenwold Middle School
3. Lindenwold School 4
4. Lindenwold School 5
5. Lindenwold Pre School @ St Lawrence
6. Lindenwold Board of Education
7. 782-798 Strip Stores
8. Action Graphics
9. Alcoy Industries Inc.
10. ARC of Camden County
11. Paul Obeda, DDS, PA
12. Renewable Power Partners LLC

### Re - Inspections pending:

1. Woodland village re-inspect and time extension (2 Visits)

**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. Letter to Boro Planning Committee for Wawa, White Horse Pike for trash enclosure.

**Comments to District Commissioners:**

1. Investigation of fire at Emerald Ridge Apartments unit 1911, gas grill on second floor balcony. 8/9/15
2. Phone Conference with Georgetown Condo's – Dale Weber. Registration Fee not paid. 8/7/15
3. Meeting with Management of Emerald Ridge about grills in the complex. Provided a letter to all residents in the complex. 8/10/15
4. Phone Conference with Dynamic Engineers – Greg about trash enclosure at the Wawa, White Horse Pike 8/12/15
5. Attended meeting with Tejas Grill about registration and overcrowding compliant. 8/13/15

## Fire Prevention Programs:

1. Christmas in July – Mueller's Ice Cream 7/28/15
2. National Night Out with Lindenwold Police 8/4/15

### 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:	\$ 3,533.40

## NLH Registrations:

Registrations: \$ 15,904.25  
Registration late fee: \$ 885.00  
Permits: \$ 374.00  
Penalty: \$ 3,000.00

**Total: \$34,690.55**

**For Better Fire Protection,**

Michael J. Nolan, Fire Official

Tim D. Shannon, Fire Prevention Specialist

Mike Breeze, Fire Prevention Specialist



# **BOARD OF FIRE COMMISSIONERS**

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**LINDENWOLD FIRE DISTRICT NO.1**

**2201 BANGOR AVENUE  
LINDENWOLD, NJ 08021**

**PHONE: 856-346-0935**

**FAX: 856-346-3638**

August 17, 2015

August 2015 Chief's Report

1. Attended a Planning Section meeting for the Papal Visit. 8/3/15
2. Attended a Fire Section planning meeting for the Papal Visit. 8/4/15
3. Department attended National Night out with Lindenwold Police Department. 8/4/15
4. Myself and Commissioner McManus attended a meeting with KME Skip Stinger about the HGAC cooperative for the purchase of the new truck. 8/7/15
5. Working fire – Emerald Ridge Apartments, and 5 car accident at Middle School. 8/9/15
6. Attended the NJ State Firemen's Exempt Asso. Caucus meeting. 8/10/15
7. Attended Papal Visit meeting for all disciplines involved. 8/11/15
8. Attended Planning Section meeting for the Papal Visit. 8/11/15
9. Attended FEMA kickoff meeting for wind storm form 6/23/15. 8/11/15
10. Chief's and Officer's cookout at Scott Ave. 8/11/15

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

# LINDENWOLD FIRE DEPARTMENT

## TRAINING DIVISION

To: Commissioner Ruth  
From: Training Division  
Date: 08/17/2015  
Re: July Training Report

### Department Training

- July 7, 2015
  - Topic: Vehicle Extrication Hands-on
  - Instructor: Training Division
  - Students: 18
  - Hours: 3
- July 14, 2015
  - Topic: Company Meetings
- July 21, 2015
  - Topic: Battalion Night
- July 28, 2015
  - Topic: Christmas In July – Mullers Ice Cream
  - Instructor: Inspector Mike Brezee

Respectfully Submitted,

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Steve Schwegel Jr  
Justin Mastalski  
Andrew Sarli-Prelle

## 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

MAIL ROOM  
ILC No.: 15-4745  
Permit Number assigned by H-GAC  
2015 AUG 21 AM 9:06

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)

## \*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

Authorized Official: Clifford S. Ruth  
(Mayor/City Manager/Executive Director etc.)  
Mailing Address: 2201 Bangor Avenue  
(Street Address/O.O. Box)  
Lindenwold NJ 08021  
(City) (State) (ZIP Code)

Title: Chairman of the Board  
Ph No.: (856) 346-0935 -  
Fx No.: (856) 346-3638 -  
E-Mail Address: cruth@lindenwoldfire.com

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: \_\_\_\_\_  
(Public Works Director/Police Chief etc.)  
Mailing Address: \_\_\_\_\_  
(Street Address/O.O. Box)  
\_\_\_\_\_  
(City) (State) (ZIP Code)

Title: \_\_\_\_\_  
Ph No.: \_\_\_\_\_ -  
Fx No.: \_\_\_\_\_ -  
E-Mail Address: \_\_\_\_\_

Official Contact: Michael J. Nolan  
(EMS Director/Fire Chief etc.)  
Mailing Address: 2201 Bangor Avenue  
(Street Address/O.O. Box)  
Lindenwold NJ 08021  
(City) (State) (ZIP Code)

Title: Executive Fire Administrator  
Ph No.: (609) 923-8354 -  
Fx No.: (856) 346-3638 -  
E-Mail Address: mnolan@lindenwoldfire.com

\* denotes required fields

#### **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

Chairman of the Board

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

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: 

Executive Director

Attest: 

Manager

Date: **August 28, 2015**

*\*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

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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

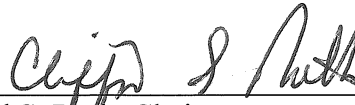
BE IT FURTHER RESOLVED that Item Nos. 2, 4, 5 and 8 are hereby rejected due to lack of anticipated savings versus utility default rates.

LJP:amf

#8658

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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