

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

Meeting Date: March 22, 2021
Meeting Place: Fire Administration Building
Meeting Called To Order: 7:30pm
Members of Board Present: **Chairman** – Clifford Ruth
Vice Chairman – Richard Paul
Treasurer – Wayne Hans
Secretary – Frank Weindel
Commissioner – Tamara DeLucca
District Clerk – Tiffany Beach
Solicitor – David Capozzi

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. Weindel seconded by Comm. DeLucca to approve the board meeting on February 15, 2021 minutes as they are available to the public upon request. Any questions? (hearing none) All in favor, Comm. DeLucca, Weindel, Paul, and Ruth approve. Comm. Hans. Abstains.

Correspondence – Cl. Beach

Cl. Beach: The only thing I have for tonight is in regards to the 2021 Fire Safety Registration billing, the first round will be mailed out April 1st. I believe Tim’s report will state more information on that as well.

Treasurer’s Report – Comm. Hans

As of March 22, 2021

TD Bank General Checking	57,746.14
TD Bank Money Market Account	1,251,225.50
TD Bank Money Market Capital	2,564.42
TD Bank Payroll Checking	6,912.41
TD Bank LEA Dedicated Penalty	5,576.36
TD Bank LEA Trust Penalty	16,072.18
Petty Cash	200.00
Total Current Assets	1,340,297.01

Motion made by Comm. Paul seconded by Comm. DeLucca to accept the Treasurer’s Report as read. Any questions? (hearing none) Roll call vote, ayes have it.

Payment of Bills – Comm. Hans

Comm. Hans: In front of you, you have a list of 47 bills totaling \$67,772.52
Motion made by Comm. Paul seconded by Comm. Weindel to approve the payment of bills.
Any questions? (hearing none) Roll call vote, ayes have it.

COMMITTEE REPORTS

Administration / Personnel – Comm. Ruth

Comm. Ruth: We will be going into closed session to discuss some personnel issues.

Office of Fire Prevention – Comm. Ruth

Comm. Ruth: The Fire Official’s report for February 13 - March 22th 2021 was read aloud, a copy is attached to the minutes. Yours in Fire Safety, Acting Fire Official Timothy.

Apparatus – Comm. Ruth

Comm. Ruth: The ladder is getting some repair work done to it, they found a problem with the air ride and there are some ground lights that needed to be fixed. The Chief’s vehicles recalls were taken care of by Elkin. There was some work done on the fire police vehicles. Now on to the Old Squirt, I have a perspective buyer from Grants, New Mexico, when he requested more information that should be updated in the vehicle maintenance books, a lot of the stuff is missing out of there. I don’t know where the problem occurred. Their Chief needs to apply for a grant with the State of New Mexico so lucky they aren’t in a real hurry. It is still sitting out there, if I hear anything else I will let everyone know.

Duty Crew – Comm. Ruth

No report.

Budget – Comm. Ruth

Comm. Ruth: As everyone should be aware of by now, the election is April 20th from 2-9pm here in the social hall. Hopefully our budget gets supported and passes.

Fire Department Equipment – Comm. Paul

Comm. Paul: The equipment is all okay.

Turn-Out Gear – Comm. Paul

Comm. Paul: The new gear is in and has been issued. There are a few minor issues that are being taken care of. There is one pair of the nonstructural pants that is too big. I am working with the sales person on that.

Recruitment / Membership – Comm. Paul

No report.

Fitness Center – Comm. Paul

No report.

S.O.G.’s – Comm. Paul

No report.

Future Projects- Comm. Paul

No report.

Communications – Comm. DeLucca

No report.

Computers/ Social Media – Comm. DeLucca

Comm. DeLucca: Justin finished the workstation in the FM office. He said we need a new printer since the old one isn’t compatible with the new computers. We updated the website. I also, worked on a Spring newsletter with the Borough. ESet has been renewed. Did we find out who was deleting the messages on Facebook? I just want to make sure we are corresponding with the public.

Comm. Ruth: We will discuss this further in closed session.

Assist Personnel – Comm. DeLucca

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

Comm. Hans: I am still trying to work with NJ American Water about the hydrants and the Storz connectors on Aston Martin, Bentley, there is also the White Horse Pike and Linden Ave. I need to contract someone else, there is about 10 – 15 hydrants that don't have them.

Chief Beeler: Did we buy them?

Comm. Hans: Yes, we bought them years ago. They have been taking them off and not putting them back.

Chief Beeler: Do you have a contact?

Comm. Hans: I do but I don't think that person is there any more. I will have to call and see if I can talk to someone else so that I can get this taken care of.

Training Division – Comm. Weindel

Capt. Maldonado: We have been doing training outdoors. Masks are being worn. We are still trying to figure out exactly how we are going to work out our training. We are not doing any indoor training at this time.

Insurance – Comm. Weindel

Comm. Weindel: The paperwork has been sent for Mike Murphy. I haven't heard anything about it but I do know that we sent everything we were supposed to.

Incentive Program – Comm. Weindel

No report.

Uniforms – Comm. Weindel

Comm. Weindel: John from Action Uniform will be here Wednesday at 6 o'clock to take care of any members in need of a uniform.

Fuel – Comm. Weindel

No report.

Chief's Report – Chief Beeler

Chief Beeler: The report was read aloud by Chief Beeler; a copy is attached to the minutes.

Dep. Chief Polifrone: I attended the Camden County Fire Chief's and Officer's Association meeting on March 11th. A majority of discussion was regarding proposal regarding the resource type things. After pulling departments, it did pass. It's not mandatory however suggested and they will be working on implementing it. The main changes are going to be to the numbering of the officers, instead of being 6301, you would be Chief 63. That has been approved by the department's however it still needs to be implemented and trained on. Also, included recommendations regarding the classes officers should have. They're also redoing their website, so it should be easier and more pleasant to look at.

President's Report – Comm. Ruth

Not present.

Borough of Lindenwold – Councilman DiDominico

Not present.

Solicitor – D. Capozzi

No report.

Resolutions – Comm. Ruth

Comm. Ruth: We have 3 Resolutions tonight.

Resolution 2021-01 Board of Fire Commissioners Fire District No. 1 to authorize membership in a mutual aid and assistance agreement with participating units. Motion made by Comm. Paul, seconded by Comm. Hans as read. Any questions? (hearing none) Roll call vote, all yes.

Resolution 2021-02 Authorizing award contract between Camden County and Office Basics for office supplies. Motion made by Comm. Weindel, seconded by Comm. DeLucca as read. Any questions? (hearing none) Roll call vote, all yes.

Resolution 2021-03 Board of Fire Commissioners Fire District No. 1 to authorize Closed Session. Motion made by Comm. Paul, seconded by Comm. Hans as read. Any questions? (hearing none) Roll call vote, all yes.

Old Business – Comm. Ruth

Comm. Ruth: Old business. Just a reminder that the election is set for April 20th from 2-9 here at this location.

New Business – Comm. Ruth

Comm. Ruth: Any new business? (hearing none)

Public Portion – Comm. Ruth

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

All in favor, ayes have it.

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

All in favor, ayes have it.

Open to Commissioners – Comm. Ruth

Comm. Paul: Just want to congratulate Commissioner Ruth on being re-elected as a representative for the NJ State Fire Commission again for the South region.

Comm. Ruth: Thank you.

Comm. Weindel: Someone has been dumping stuff outback again at the dumpster. Maybe we should think about getting a camera out there. There is paint cans and a mattress that probably will not get picked up by the Borough.

Chief Beeler: Maybe we should get a lock to keep on there?

Comm. Weindel: The stuff that is out there now isn't even inside the dumpster is on the side of it.

Closed Session – Comm. Ruth

Motion made by Comm. Hans, seconded by Comm. Weindel to discuss a personnel issue. All in favor, ayes have it.

Motion made by Comm. Hans, seconded by Comm. Weindel to come out of Closed Session.

All in favor, ayes have it.

Adjourn - Comm. Ruth

Motion made by Comm. Paul, seconded by Comm. DeLucca to adjourn the meeting at 8:37 pm.

All in favor, ayes have it.

	<u>Mar 22, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · CASH	
1010 · TD Bank General Checking	57,746.14
1011 · TD Bank Money Market Acco...	1,251,225.50
1013 · TD Bank Money Market Capital	2,564.42
1020 · TD Bank Payroll Checking	6,912.41
1030 · TD Bank LEA Dedicated Pen...	5,576.36
1040 · TD Bank LEA Trust Penalty	16,072.18
1090 · Petty Cash	200.00
	<hr/>
Total 1000 · CASH	1,340,297.01
	<hr/>
Total Checking/Savings	1,340,297.01
	<hr/>
Total Current Assets	1,340,297.01
	<hr/>
TOTAL ASSETS	1,340,297.01
	<hr/> <hr/>
LIABILITIES & EQUITY	0.00

CHIEFS REPORT

2/16 TO 3/22

Calls for service – 62

Clementon-8, Voorhees-1, West Berlin-2, Stratford-1, Blenheim -1, Westmont-1, Cedarbrook-1, Pine Hill-1

3/8 – Funeral services for Life member Mike Murphy

3/15- WHP at US Ave, MVA rescue, 2 pt extricated, 1 flown to trauma

2/23- Alliance Chiefs meeting at Board Office

3/14 – Truck committee members went to Deptford to demo the E-One Tower Ladder

Truck committee will meet with Peirce on 3/27

Training- Alliance training has started to resume

2/23- Airpack training

3/9- Bailout Training w/Laurel Springs

3/16- Bailout Training part 2 – Alliance

Finishing up fit test and mandatories for the department

Respectfully submitted

Philip Beeler, Chief.

FIRE MARSHAL'S REPORT

03/15/2021

February 16, 2021 to March 15, 2021

Inspections Completed:

Paz Deli
Bienestar Pharmacy
La Tapatia
Bites + Slice
El Pueblito
Nichols News
Uno Laundry
Dalvin's # 2 Barber Shop
Laurel wood Liquors
Boost Mobile
Stonington Court
NV Nails
Valley Discount
Chan's Chinese
Pat's Pizza
Timber Creek Condo's
Lindenwold Police Gas Pumps
Clean Energy Gas Fueling

Your Fresh Start Solutions
Metro by T- Mobile
Nutrition Today
El Rodeo
Happy Garden
Lindenwold .99 cent
Taqueria La Villita
Paul Burkhardt
Family Dollar
Timber Ridge
Tony's Pizza
Hair by Rosanne
Lucas Laundry
Phaze Barber
Kings Row Apartment
Bible Baptist
Lindenwold Police & Court House Building

35

Re- Inspections

A-1 Hollywood Braiding
A & H Jamaican Rest.
Clementon Grocery
Lighthouse Church
Save a Lot
Chadwick Village
MHSLJ, LLC
Lindenwold Fire #3
Camden County Economic Oppy
Spruce Apts

Tripoli Food Market
Exclusive Barber Shop
Oaks Integrated Care
Queen Nails
Lindenwold Beauty
National Furniture
Gateway Motors
Gino's Pizza
Canal's
Center Stage

20

Complaints Received 1 Imminent Hazard 0

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

RESOLUTION 2021-01

**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 fire district 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 Chief Philip Beeler and Board Chairman Clifford 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 .

- C. That the Lindenwold Fire District No. 1 is hereby authorized and directed to forthwith forward a copy of this Resolution and an executed copy of Schedule A of the agreement to the offices of the Camden County Office of Emergency Management for review and filing by the appropriate Fire, EMS and County Prosecutor or his designee as appropriate.

Dated: March 15, 2021



Clifford S. Ruth, Chairman



Witness, District Clerk Tiffany Beach

RESOLUTION

Res-Pg: 11-1

2021-02

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT (BID A-2/2020, 2nd YEAR OPTION) BY AND BETWEEN THE COUNTY OF CAMDEN (DEPARTMENT OF BUILDINGS AND OPERATIONS) AND OFFICE BASICS, INC., FOR OFFICE SUPPLIES FOR VARIOUS CAMDEN COUNTY DEPARTMENTS, AGENCIES AND AUTHORITIES, UNDER THE CAMDEN COUNTY COOPERATIVE PRICING SYSTEM ID #57-CCCPS, ON AN "AS-NEEDED" BASIS

WHEREAS, by to Resolution No. 25, adopted February 20, 2020, the County of Camden, authorized an award of Contract (Bid A-2/2020) to Office Basics, Inc., 22 Creek Circle, Boothwyn, Pennsylvania 19061, for Office Supplies for Various Camden County Departments, Agencies and Authorities, Under The Camden County Cooperative Pricing System, System Identifier # 57-CCCPS, on an "as-needed" basis for a term of one year commencing on or about March 1, 2020 through February 28, 2021; and

WHEREAS, Bid A-2/2020 provided for a one-year option to renew at the sole discretion of the County; and

WHEREAS it is the desire of the County to exercise the one-year option to renew, at the prices provided in Office Basics, Inc's. bid proposal for Bid A-2/2020 on an as-needed basis for a term commencing March 1, 2021 through February 28, 2022; and

WHEREAS, funding for this purpose shall not exceed the maximum line items for office supplies in each department line item budget in the County's 2021 and 2022 temporary and/or permanent budgets and shall be encumbered prior to incurring the obligation in accordance with N.J.A.C. 5:30-5.5(b)(2); and

WHEREAS, each participating member in the Cooperative is hereby authorized to enter into a contract directly with Office Basics, Inc., pursuant to the terms and conditions of this bid, Bid A-2/2020, one-year option, after award by its

RESOLUTION

Res-Pg: 11-2

governing body in accordance with applicable law; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the County of Camden that, contingent upon the funding as described herein, the aforementioned Bid A-2/2020 one-year option be and is hereby awarded to Office Basics, Inc., 22 Creek Circle, Boothwyn, Pennsylvania 19061, at the unit pricing listed in its proposal dated February 13, 2020, on an as-needed basis, for a term commencing on or about March 1, 2021 through February 28, 2022; and

BE IT FURTHER RESOLVED that each participating member in the Cooperative is hereby authorized to enter into a contract directly with Office Basics, Inc., pursuant to the terms and conditions of Bid A-2/2020 one-year option, after award by its governing body in accordance with applicable law; and

BE IT FURTHER RESOLVED that the proper officers of the County of Camden are hereby authorized and instructed to sign and execute any necessary contracts, purchase orders, or other legal instruments in connection therewith and to sign checks or vouchers for the payment thereof, when such materials and/or services have been delivered and accepted by the County of Camden.

Clyde S. Ruth
Chairman

LJP:amf

BC-8651

Z:\Files-Bids\2021 Meetings\Feb\Resol. Auth. Bid A-2/2020,
One-year option - Office Supplies for Co-op
Office Basics - Auth. 2-18-21

Jeffrey Beach
District Clerk

Introduced on: February 18, 2021
Adopted on:
Official Resolution#:

RESOLUTION 2021-03

**Board of Fire Commissioners
Fire District No 1**

Resolution to Authorize Closed Session at 03/22/2021 meeting

WHEREAS, matters have come before the Board of Fire Commissioners as follows: future projects and/or personnel.

WHEREAS, the Open Public Meetings Act permits a Closed Session to discuss said matters;

NOW, THEREFORE, BE IT RESOLVED that the Board of Fire Commissioners shall meet in Closed Session on 03/22/2021 at 7:30 pm or soon thereafter as the Board directs as part of its meeting to discuss said matters. Such Closed Session in connection with the personnel shall not be disclosed; and

BE IT FURTHER RESOLVED that the public is hereby advised that formal action may or may not be taken on any matters disclosed in Closed Session when the Board enters into open session; and

BE IT FURTHER RESOLVED that the Board may take formal action on any other matters when it returns to open session.

Dated: 03/22/2021



Clifford Ruth, Chairman



Attest Tiffany Beach, District Clerk

AFFIDAVIT OF PUBLICATION

Publisher's Fee \$17.04 Affidavit \$30.00

STATE OF NEW JERSEY

Camden County

Personally appeared _____

Letter

Of the **Courier Post**, a newspaper printed in Cherry Hill, New Jersey and published in Cherry Hill, in said County and State, and of general circulation in said county, who being duly sworn, deposed and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

03/13/2021 A.D 2021

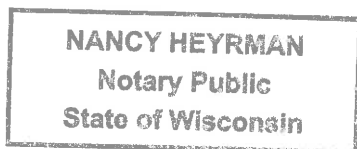
Nancy Heyrman

Notary Public State of Wisconsin County of Brown

5.15.23

My commission expires

Ad Number: 0004641964



Ad Number: 0004641964

Run Dates: 03/13/2021

**BOROUGH OF LINDENWOLD
Fire District No.1
Meeting Notice**

NOTICE IS HEREBY GIVEN that there is a Board meeting scheduled for Monday, March 22, 2021 7:30 pm at the Lindenwold Fire Administration Building, located at 2201 Bangor Ave., Lindenwold, NJ.

Dated: March 11, 2021
Tiffany Beach, District Clerk
Board of Fire Commissioners
(\$17.04)

0004641964-01

AFFIDAVIT OF PUBLICATION

Publisher's Fee \$52.36 Affidavit \$30.00

STATE OF NEW JERSEY

Camden County

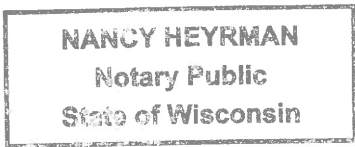
Personally appeared *Helper*

Of the **Courier Post**, a newspaper printed in Cherry Hill, New Jersey and published in Cherry Hill, in said County and State, and of general circulation in said county, who being duly sworn, deposeth and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

03/09/2021 A.D 2021

Nancy Heyrman
Notary Public State of Wisconsin County of Brown
 5.15.23
My commission expires

Ad Number: 0004633971



LINDENWOLD FIRE
DISTRICT No. 1
LINDENWOLD fuego distrito
Nº 1

Borough of Lindenwold,
County of Camden
Municipio de Lindenwold,
Condado de Camden
2021 Proposed Budget
Presupuesto de 2021

NOTICE IS HEREBY GIVEN,
that the annual Fire District
Election in the Borough of
Lindenwold, County of
Camden, NJ will be held on
Tuesday, April 20, 2021, be-
tween the hours of 2:00 pm
and 9:00 pm at the
Lindenwold Fire Station,
2201 Bangor Avenue,
Lindenwold, NJ 08021, to
elect by ballot one (1) Com-
missioner to serve a three
year term, also to vote on
the sum of \$1,169,953 to be
raised by taxation. Por este
medio se da aviso, que la
elección anual del distrito de
fuego en la ciudad de
Lindenwold, Condado de
Camden, Nueva Jersey será el
martes, 20 de abril de 2021,
entre las 14:00 y 21:00 en el
parque de bomberos de
Lindenwold, 2201 Bangor
Avenue, Lindenwold, NJ
08021, para elegir por
votación uno (1)
comisionado para servir un
término de tres años,
también a votar en la suma
de \$1,169,953 para ser criado
por impuestos.

OPERATING APPROPRIA-
TIONS / CRÉDITOS DE OPERA-
CIONES

Total Paid Positions / Total
posiciones pagadas \$161,288
Employment Benefits / Re-
tribuciones 46,135
Elections / Elecciones 2,750
Professional Services / Servi-
cios profesionales de 52,000
Office Expenses / Gastos de
Oficina 4,400
Utilities / Utilidades 32,100
Advertising / Publicidad
2,500
Payroll Service Fees / Tarifas
de servicio de nómina 5,000
Rentals / Alquiler 226,240
Insurance / Seguro 115,765
Maintenance Repairs /
Mantenimiento reparaciones
113,850
Supplies / Suministros 15,000
Training / Formación 16,500
Uniforms / Uniformes 13,525
SFS Grant Expenses / SFS
Grant gastos 7,885
Medical Screenings /
Exámenes médicos 5,500
Volunteer Allowance /
Prestación voluntaria 45,000
Other LEA Expenses / 7,700
Promotions / Promociones
8,500
USFA Expenses / USFA gastos
11,900
Purchase of Nonbondable
Assets / Compra de activos
de Nonbondable 98,500
Capital Appropriations Out-
lay /
Capital créditos gasto
260,000
Debt Service / Servicio de la
deuda
-TOTAL BUDGET APPROPRIA-
TIONS / TOTAL CRÉDITOS
PRESUPUESTARIO \$1,252,038
REVENUES / INGRESOS
Fund Balance Utilized / Saldo
de los fondos utilizados
40,500
SFS Grant / SFS Grant 7,885
Interest Earned on Invest-
ments & Deposits /
Interés en inversiones &
Deposits 2,000
Sale of Assets / Venta de acti-
vos -Other Revenues / Otros
ingresos -Bureau of Fire Pre-
vention / Oficina de
prevención de incendios
31,700
Amount to be Raised by Tax-
ation / Cantidad a ser
planteada por el
fiscal 1,169,953
TOTAL REVENUES / TOTALES
INGRESO \$1,252,038
Dated: 03/05/21/ Fecha:
21/01/2021
W. Hans, Treasurer / Tesorero
Board of Fire Commissioners
/ Junta de comisionados del
fuego
(\$82.36)

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

THIS AGREEMENT 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, Emergency Medical Service and /or fire departments, volunteer fire companies or EMS organizations or Fire Districts, hereinafter sometimes 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 ' 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 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, 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, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, 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 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 UNITS**

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 the environment.
 - 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, a rural 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 through the office of Camden County Communications Center, the Camden County Fire Coordinator, the Camden County EMS Coordinator, Camden County Prosecutor or his designee in accordance with all procedures in effect at the time of the request. The office of Camden County Communications Center 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 for review by the appropriate coordinator prior to the first day of March each year.
 - i. All Local Fire Mutual Aid Plans shall be in compliance with the New Jersey Fire Service Emergency Deployment Rules N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A -2.2.
 - ii. The appropriate County Fire, EMS or County Prosecutor 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. 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).

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

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. fire departments 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. 58:10-23.1 le).
- 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.

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 police, fire, ambulance and/or emergency 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

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

Schedule A

Police Chief



Fire Chief

n/a

EMS Chief/Captain

Public Works/MUA Superintendent

**CAMDEN COUNTY
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BETWEEN PARTICIPATING UNITS**

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 continue indefinitely or until terminated or rescinded by all Participating Units. Any Participating Unit may withdrawal from this Agreement by providing all other Participating Units, the office of Camden County Communications Center, the respective Fire, EMS, County Prosecutor or his 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, Volunteer Corporation or Fire District representing each Participating Unit has executed this Agreement and affixed its corporate seal on the date and as shown on Schedule A, attached hereto and made a part hereof. 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.

The Lindenwold Fire District No. 1 has executed this agreement on the

(Fire department, Municipally or Corporation)

22nd day of March, 2021

Authorized Signature:


Philip Beeler

Official Title Fire Chief

Authorized Signature:


Clifford S. Ruth

Official Title Chairman of the Board

AFFIDAVIT OF PUBLICATION

Publisher's Fee \$46.96 Affidavit \$30.00

STATE OF NEW JERSEY

Camden County

Personally appeared *Heller*

Of the **Courier Post**, a newspaper printed in Cherry Hill, New Jersey and published in Cherry Hill, in said County and State, and of general circulation in said county, who being duly sworn, deposeth and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

04/07/2021 A.D 2021

 Matthew Allie
Notary Public State of Wisconsin County of Brown

 1-7-25
My commission expires

Ad Number: 0004676319

**BOROUGH OF LINDENWOLD
FIRE DISTRICT No. 1**

Public Notice

NOTICE IS HEREBY GIVEN to the legal voters of Fire District No.1, Borough of Lindenwold, County of Camden, New Jersey that the annual election of the Fire District will be held on Tuesday, April 20, 2021. The polls will be open from 2:00 pm until 9:00 pm and as much longer as may be necessary to permit all legal voters then present to vote and cast their ballots. The election will be held and all the legal voters of the Fire District will vote at Lindenwold Fire Station No.3, located at 2201 Bangor Avenue, Lindenwold, NJ 08021. The legal voters of the Fire District will elect one member to a full term – three (3) years.

Candidate: Clifford S. Ruth

In addition, the following proposal will be considered. Proposal 1: The Board of Commissioners of the Fire District is authorized to raise the sum of \$1,169,953 for the operation and maintenance of the Fire District for the 2021 fiscal year.

Dated: 04/05/2021

Tiffany Beach, District Clerk

**MUNICIPIO DE LINDENWOLD
Distrito de bomberos N° 1**

Aviso público

Por la presente se notifica a los votantes legales del fuego District No.1, municipio de Lindenwold, Condado de Camden, Nueva Jersey que será la elección anual del barrio del fuego celebrada martes, 20 de abril de 2021. La votación estará abierta desde las 14:00 hasta las 21:00 y como mucho más tiempo que sean necesarias para permitir a todos los votantes legales entonces presentes a votar y a depositar su papeleta. La elección será sostenida y todos los votantes legales del distrito de fuego votarán en Lindenwold bomberos No.3, ubicada en 2201 Bangor Avenue, Lindenwold, NJ 08021. Los votantes legales del barrio del fuego elegirá a uno miembro para un término completo – 3 tres años.

Candidato: Clifford S. Ruth

Además, se considerará la siguiente propuesta. Propuesta 1: La Junta de Comisionados del distrito de fuego está autorizado para recaudar la suma de \$1,169,953 para la operación y mantenimiento del distrito de fuego para el año fiscal 2021.

Fecha: 05/04/2021

Tiffany Beach, Secretario del distrito
(\$46.96)

AFFIDAVIT OF PUBLICATION

Publisher's Fee \$17.48 Affidavit \$30.00

STATE OF NEW JERSEY

Camden County

Personally appeared **Heffner**

Of the **Courier Post**, a newspaper printed in Cherry Hill, New Jersey and published in Cherry Hill, in said County and State, and of general circulation in said county, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

03/26/2021 A.D 2021


Notary Public State of Wisconsin County of Brown

 1-7-25
My commission expires

Ad Number: 0004661342

**KATHLEEN ALLEN
Notary Public
State of Wisconsin**

BOROUGH OF LINDENWOLD
Fire District No.1
Re-organization Meeting Notice

NOTICE IS HEREBY GIVEN that the 2021 Board of Fire Commissioners reorganization meeting is scheduled for Tuesday, May 4, 2021 7:30 pm at the Lindenwold Fire Administration Building, located at 2201 Bangor Ave., Lindenwold, NJ.

Dated: March 24, 2021
Tiffany Beach, District Clerk
Board of Fire Commissioners
(\$17.48)

0004661342-01

AFFIDAVIT OF PUBLICATION

Publisher's Fee \$17.04 Affidavit \$30.00

STATE OF NEW JERSEY

Camden County

Personally appeared *Weller*

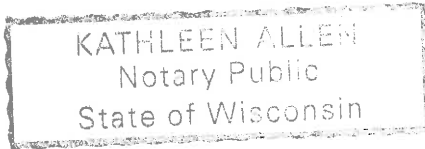
Of the **Courier Post**, a newspaper printed in Cherry Hill, New Jersey and published in Cherry Hill, in said County and State, and of general circulation in said county, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

03/25/2021 A.D 2021

Kathleen Allen
Notary Public State of Wisconsin County of Brown

 1-7-25

My commission expires



Ad Number: 0004659108

BOROUGH OF LINDENWOLD
Fire District No.1
Meeting Notice

NOTICE IS HEREBY GIVEN that there is a Board meeting scheduled for Monday, April 26, 2021 7:30 pm at the Lindenwold Fire Administration Building, located at 2201 Bangor Ave., Lindenwold, NJ.

Dated: March 23, 2021
Tiffany Beach, District Clerk
Board of Fire Commissioners
(\$17.04)

0004659108 01