

**Board of Fire Commissioners
GLOUCESTER TOWNSHIP FIRE DISTRICT 6
Monthly Board Meeting Minutes & Re-Organization**

Meeting Held: February 26, 2015
Meeting Place: Board Office
Meeting Called to Order: 6:31 pm
Members of Board Present: **Chairman** – George Brown
Vice Chairman – Joseph Chew
Treasurer – Richard Annacone
Secretary – George Flinn
Commissioner – Steven Funkhouser
Administrative Clerk – Jeanette Cottone
Solicitor – David Carlamere

Salute the Flag

The Sunshine Law – George Brown: In accordance with the NJ Sunshine Law this meeting is open to the public. The public portion will follow the regular business of the Board.

Roll call Commissioners:
All present.

Minutes of the previous meeting - Motion to accept the previous month's minutes as they are available to the public upon request.
Motion made by Comm. Annacone, seconded by Comm. Flinn. Roll call vote, all yes.

Correspondence – Jeanette Cottone

Adm.CI.Cottone: The correspondence has been distributed.

Treasurer's Report – Rich Annacone

Audubon General Account	1,537,154.45
Audubon Payroll Account	9,619.58
Expenditures:	18,299.83
 TOTAL AMOUNT FOR APPROVAL	 18,299.83

Motion made by Comm. Funkhouser, seconded by Comm. Chew to approve the Treasurer's Report.
Roll call vote, all yes.

COMMITTEE REPORTS

Computer Services – George Brown

Comm. Brown: I'd like to thank Jan for getting 3 months of free service from ADP for their multiple screw-ups regarding the W-2 forms, so the 3 months will be very helpful. Thank you very much.

Adm.CI.Cottone: You're welcome.

Comm. Brown: That's all I have to report.

Fire Prevention – George Brown

No report.

IAFF Contracts Co-Commissioner – George Brown

No report.

Legal Liaison – George Brown

No report.

Liaison to the District Volunteers – George Brown

No report.

Apparatus – Joe Chew

Comm. Chew: We have an issue with an apparatus that Chief Brezee is about to take care of with the Squad. Other than that, his report has been issued to everyone and I've reviewed it. I'd like to make a motion that we accept his report.

Motion made by Comm. Annacone, seconded by Comm. Flinn to accept the Chief's report.

Roll call vote, all yes.

Budget Co-Commissioner – Joe Chew

No report.

Fire Department Equipment – Joe Chew

No report.

Fire Department Operations – Joe Chew

No report.

Training – Joe Chew

Comm. Chew: We have training coming up for a Live Burn Session. Some of the individuals have started putting in training requests for the year. That's all that I have.

Comm. Brown: It takes something to be out there at 8:00am on a Saturday morning when the temperature is in the very low teens and I think the volunteers should be really commended for not once but twice.

Comm. Chew: They were out doing ice rescue up to technician level and they didn't pick warm days for sure.

Comm. Chew: Generally it's a clue when you have to go out with a chain saw to cut a hole in the lake to drop the dummy in. It's a cold day out there.

Budget Co-Commissioner – Rich Annacone

Comm. Annacone: The budget is moving along.

IAFF Contracts Co-Commissioner – Rich Annacone

Comm. Annacone: Just waiting to hear back from the Union.

Personnel / Administration – Rich Annacone

No report.

Personnel / Operations – Rich Annacone

No report.

Insurance – George Flinn

No report.

Sign – George Flinn

No report.

Water – George Flinn

No report.

Photographer – George Flinn

No report.

Building Maintenance & Grounds – Steve Funkhouser

Comm. Funkhouser: The building still has leaks in it, it's still falling apart. The grounds are chilling.

Communications – Steve Funkhouser

No report.

EMS / Supplies & Equipment – Steve Funkhouser

No report.

Turn-Out Gear – Steve Funkhouser

No report.

Uniforms – Steve Funkhouser

Comm. Funkhouser: There are a couple of new members that need some uniforms and the Chief's are taking care of that.

Chief – Michael Brezee

Chief Brezee: The report was submitted. A couple things I wanted to add. I want to thank you Derek Kramer who pretty much started the ball rolling getting the gym together, and the volunteers came along with their retention money and put a little more into it. I kind of walked in there January 7th for the first time and decided to give it a shot, and I'm down 18 lbs...I'll take it.

I wanted to thank the volunteers for the snow removal they've done over the last month, especially during the Election. We had some Commissioners up here helping us as well.

The last thing I have, it's kind of a late notice, the gist is, it's a mutual aid agreement that Winslow has requested that we sign. It was questioned the night they had asked us that if the County mutual agreements were still there, what's the deal. And we had just recently found out that they're not. The County Fire Coordinator had stated that they're not together. They hope to be redoing them but they don't know when. I read through it, Comm. Annacone read through it. It's pretty much the normal I believe. I would ask that if your Solicitor finds no problem with it that we can pass a Resolution to go ahead and sign the mutual aid agreement with them and then steal the idea and put it out to our mutual aid departments.

Comm. Chew: So here's the issue. If we get involved with an incident with any other outside agency right now with the County agreements not being within current date, if it was to be declared a disaster we could recover money because we have the written agreement with Winslow in this case. If not and something was to get damaged, we could not look for monies from FEMA because we do not have updated mutual aid agreements.

Comm. Brown: The last one I saw was I think back in 2008. It had just been issued at that time period.

Chief Brezee: The Fire Coordinator stated the most he's seen is 5 years.

Comm. Brown: So that's about right.

Comm. Chew: So here's my suggestion, pending our Solicitor looking at it, I think once we get the language correct if it isn't now, we sign it and when the County agreements get corrected, then we could always do a Resolution to dissolve the original agreements because we'll have the County agreements.

Chief Brezee: The County agreements superseding them.

Comm. Annacone: My only concern with reading that was, it says in there if someone comes in our District and their equipment breaks down or whatever, we're responsible for it. That concerns me a little bit. With most towns it won't be an issue, I understand that.

Chief Brezee: I think the understanding there is, if their equipment is damaged due to the incident, not them coming in and their truck breaks down and we have to pay for it. If the side of a building falls on their truck, it may come back to our JIF. I would assume that to be correct, but at the same time without the agreement, they may not be able to get their truck fixed even if they go through their own insurance, "well what were you doing there, you don't have a mutual aid agreement to be there."

Comm. Annacone: They would have been dispatched. I think that would cover County. Dispatch them from there and that would pretty much cover them I would think. This is my concern.

Dep. Chief Brown: To get back on to the Chief's point, one of the things that even came out of the County Fire Coordinator's mouth at the meeting was that even though there are County and State plans out there, nothing precludes individual local jurisdictions from having mutual aid agreements that are maybe better quality and outline things more specific to the interaction between jurisdictions.

Comm. Brown: And I do recall that there was one covering EMS too back in '08, so we probably don't have anything with them right now in place either.

Chief Brezee: I think they're all outdated. They put it on their list and they realized it when Chief Scardino asked for this to be done, and the County looked to the Fire Coordinator's "it's on our list, but..."

Comm. Annacone: Again, it's who do you give it to. Just give to your surrounding communities, do you go to Washington Township and give to them...where do you stop.

Chief Brezee: What Chief Scardino has done, he's given it to everybody he has on his boxes,

Chief – continued

everybody that he's bringing into his town. Now that could be expanded on a bigger incident.

Comm. Annacone: We could let Dave talk on this, but if you have them say with your surrounding towns but you go a little bit further out for an incident, does that have a problem because you don't have one with them. You'd probably get them with the local companies but you didn't bother to get them with the...and I don't know.

Chief Brezee: They're the companies you're operating with 99% of the time.

Comm. Annacone: And that's why I thought this was covered more by the County, State and Local...

Chief Brezee: What's to say without the agreement that they bring their truck in and it's damaged that they couldn't sue us for the cost anyway. Does this help with that?

Comm. Brown: The other thing too is, I'm thinking most of the departments are in the JIF, so they're going to want to resolve that internally department to department. I mean, we hardly heard anything regarding the damage to our apparatus other than the work you had to put into running the truck back and forth, so I don't know and correct me if I'm wrong, but if everybody's in the JIF I doubt if you're having the JIF suing the JIF because that's what it would come down to.

Sol. Carlamere: I would think the norm and I'll call it the industry, the Fire Service, everyone recognizes there is always mutual aid and they don't really pay much attention, at least in my experience, to actual agreements for mutual aid when the County circulated its generic mutual aid type agreement, so that if there is a property loss...a fire truck or apparatus or equipment because "Winslow is here." I would think Winslow's insurance company is going to cover that and not say "look, you were in this jurisdiction under what right or authority...", because it's universally recognized that there is a mutual aid agreement. Companies respond especially when there is a need, unless you're unable to. Other companies respond, your insurance companies kick in. You're doing what you're supposed to be doing.

Comm. Annacone: That being said, if Winslow wants one and it doesn't hurt us to sign it and they're happier if we do, I got no problem signing off on it as long as it doesn't expect...

Comm. Chew: I know during Sandy, Salem City went to Ocean County. Salem County and Ocean County did not have the mutual aid agreement. Salem's Engine got swamped with water, FEMA wouldn't pay for it. They didn't have a mutual aid agreement County to County or Salem City to...

Comm. Annacone: But there is a State mutual aid agreement.

Chief Brezee: I believe that references a State law saying that we have to have mutual aid agreements.

Sol. Carlamere: It's referencing...

Comm. Chew: But Salem City had to pay for the repair of their Engine.

Comm. Flinn: Their insurance has to pay for it.

Comm. Chew: But still, there is funding we could get returned to us.

Sol. Carlamere: I would think their own insurance company covered them however their policies were in effect. FEMA probably will take that position that we're covered. But if you had a mutual aid, FEMA probably would have paid, would be my guess.

Comm. Chew: Yes, would have paid for it. And if their looking at a hazmat incident, let's say, and you're looking to get monies from the spiller to reimburse the overtime we did, if there is no mutual aid agreement and it was to be declared a disaster such as let's say BP Horizon, you're not getting any reimbursement from FEMA either.

Sol. Carlamere: I would think those Federal programs limit what they're paying out. They're going to pay out to whoever has the mutual aid agreements. If you don't, you'll do your own insurance company.

Comm. Annacone: If we send something out of County, we have to make sure we have an agreement with that County before we even do anything?

Comm. Chew: The agreements are supposed to be County to County as well, but it sounds like they haven't been updated as well. It's all part of Emergency Management that is supposed to be...that auspice is supposed to be insuring...

Comm. Annacone: I understand that, but it sounds like it's something that needs to go to the legislature.

Sol. Carlamere: Something should be addressed there.

Comm. Chew: Paulsboro...their OEM plans were out for two years and look at the butt whipping they're getting. And that's all part of it.

Comm. Annacone: If it doesn't hurt us in any way, I have no problem signing it.

Comm. Brown: Besides the material side of the agreement meaning damage etc., anything else that would speak to the service levels that are expected?

Chief Brezee: It requires that we use the NIMS system, and use it properly.

Comm. Brown: So that's to our advantage, right?

Chief – continued

Chief Brezee: Very much.

Comm. Brown: So it seems to me that we may be covered, but this is kind of like the suspenders if you're wearing a belt. I think there are probably other things besides the insurance issues that may be in our favor. I don't think it's going to hurt us in anyway.

Chief Brezee: I don't believe so either. Winslow has obviously passed this through their Solicitor and they feel this is to make sure they're covered with their immediately responding mutual aid companies because the County isn't there. Ignorance is not an excuse. We could do it or we could not do it.

Comm. Brown: Well it seems that Winslow is trying to communicate to their surrounding companies.

Chief Brezee: Absolutely. How long were we there? Hours, and...

Comm. Brown: So Chief, is it your recommendation and Comm. Chew that we go ahead and approve this tonight.

Chief Brezee: I think so.

Sol.Carlamere: I read it quickly while everyone was talking, but what I see, I don't see a problem. I would like to further read it in more detail. But from what I read, I will give you a response now, it's generic in its terminology. It's pretty broad and general. It doesn't seem to weigh more heavy on their side like putting a greater burden on you if you're going there. It sets the parameters of who's in charge of the scene. If they're here, you're in charge...if you're there, they're in charge, that kind of stuff. It talks about limits of liability and a right to recover. It talks about the use that you were concerned, charges for damage, fuel and all those kinds of things, but I would tend to think the way it's drafted seems to be pretty much generic or general. I don't see where it outweighs or jeopardizes you in any way.

Comm. Brown: So would you like to have a few days for review and we'll pass it pending that review?

Comm. Chew: That's what I was going to request that we pass it tending a detailed review by you, and once we hear from you, we can come up and sign it.

Sol.Carlamere: Technically anything that you're signing with other companies, there should be a Resolution authorizing a mutual aid agreement signed. This is the agreement form, so you should do a Resolution authorizing entering into a mutual aid agreement with Winslow Township.

Chief Brezee: That's stated on the last page.

Comm. Funkhouser: Do we need to make that agreement now?

Comm. Brown: I don't see coming back here every month trying to get another one done. Let's get the format applicable...

Comm. Funkhouser: Let's let Dave figure out if this is a good format that we could use...

Comm. Brown: And once that's approved, you just keep right on going. You don't have to come back here every month. It could take 6-8 months, and sometimes those belts don't just hold up real well either.

Sol.Carlamere: So you don't lose another month, move a resolution tonight authorizing the signing of the mutual aid agreement with Winslow Township as presented, conditioned upon Attorney's review, and if the Attorney gives the recommendation to the Clerk that its fine it could be signed, it just gets signed, you don't lose a month.

Comm. Brown: And can we use this as a template for additional...

Sol.Carlamere: Then what I'll do, if I need to tweak I will, otherwise we'll leave it as it is and we can just use it for other towns.

Motion made by Comm. Chew, seconded by Comm. Annacone contingent upon the Attorney's review. Roll call vote, all yes.

Comm. Brown: Anything else Chief?

Chief Brezee: Congratulations to the Commissioners on the Election.

Comm. Brown: Yes, I was just going to thank the Clerk again for taking care of the throngs of people that came out. And thank you Mr. Kibelstis for helping us out with getting the budget approved.

Adm.Ci.Cottone: And I'd like to thank Chris, first of all for having the whole lot salted and for the Commissioners and volunteers for keeping it going all day and night because it was quite a mess.

Comm. Brown: Right. If we could, let's also get the Election results actually in the minutes by candidate, so we could do that.

Richard W. Annacone, Jr.	266 Votes	2015 Budget	Yes – 203 Votes
George W. Flinn	267 Votes		No – 86 Votes
Dorothy Sapio	1 Vote		

Resolutions – Jeanette Cottone

Adm.Ci.Cottone: R-04-15 Resolution to set the Board Meeting Dates and Time. Are we interested in changing from the fourth Thursday at 6:30pm, or keep it at that.

Comm. Brown: Keep it at that.

Adm.Ci.Cottone: R-05-15 Resolution to Adopt the Cash Management Plan for Gloucester Township Fire District 6 for 2015.

If you want to take a vote on those two first then we'll do the appoints.

Motion made by Comm. Chew, seconded by Comm. Annacone to accept. Roll call vote, all yes.

Resolution of Appoints for 2015:

R-06-15	Special Attorney, Howard Long, Esquire
R-07-15	Attorney, David F. Carlamere, Esquire
R-08-15	Accountant, Richard Allen, CPA
R-09-15	Auditor, Bowman & Co., LLC
R-10-15	Deposit of Funds – Audubon Savings Bank Legal Notices – Courier Post and Philadelphia Inquirer
R-11-15	Dental Care Provider – US Life, Delta Dental
R-12-15	Medical Provider – US HealthWorks

Motion made by Comm. Flinn, seconded by Comm. Funkhouser to accept. Roll call vote, all yes.

Sol.Carlamere: I'd like to thank the Board for my re-appointment.

Solicitor – David Carlamere

No report.

Old Business – George Brown

No report.

New Business – George Brown

No report.

Public Portion – George Brown

No report.

Closed Session – George Brown

n/a

Adjourn – George Brown

Motion made by Comm. Flinn, seconded by Comm. Funkhouser to adjourn the meeting at 6:51 pm

Roll call vote, all yes.

(Sol.Carlamere swore-in the re-elected Commissioners –Richard W. Annacone, Jr. and George W. Flinn)