

**WORKSHOP-MINUTES
BOARD OF FIRE COMMISSIONERS
NEPTUNE FIRE DISTRICT NO. 1
December 20, 2022**

President Manning calls the workshop portion of the December 20, 2022, meeting to order and calls for a flag salute and moment of silence.

President Manning asks the Clerk to Call the Roll:

<u>ROLL CALL</u>	<u>PRESENT/ABSENT</u>
PRES. MANNING	PRESENT
COMM. FRITZ SR.	PRESENT
COMM. MARTUSCELLI	PRESENT
COMM. PURYEAR	PRESENT
COMM. SUTPHIN	PRESENT

President Manning announces that the notice requirements of R.S. 10:4-18 have been satisfied by delivering the required notice to the Coaster and the Asbury Park Press, posting the notice on the board in the Neptune Municipal Complex and filing a copy of said notice with the Board Clerk.

President Manning points to the exits to be used in case of an emergency.

ITEMS FOR DISCUSSION IN OPEN SESSION

Proposal from CSS to Replace outdated heat sensors -motion passes

MOTION TO ADJOURN

Offered By: Comm. Sutphin

Seconded By: Comm. Martuscelli

MEETING ADJOURNED

**MINUTES
BOARD OF FIRE COMMISSIONERS
NEPTUNE FIRE DISTRICT NO. 1
December 20, 2022**

President Manning calls the December 20, 2022 regular meeting to order.

President Manning asks the Clerk to Call the Roll:

<u>ROLL CALL</u>	<u>PRESENT/ABSENT</u>
PRES. MANNING	PRESENT
COMM. FRITZ SR.	PRESENT
COMM. MARTUSCELLI	PRESENT
COMM. PURYEAR	PRESENT
COMM. SUTPHIN	PRESENT

President Manning announces that the notice requirements of R.S. 10:4-18 have been satisfied by delivering the required notice to the Coaster and the Asbury Park Press, posting the notice on the board in the Neptune Municipal Complex and filing a copy of said notice with the Board Clerk.

President Manning points to the exits to be used in case of an emergency.

PUBLIC COMMENT-ON AGENDA ITEMS ONLY

The public will be permitted one visit to the microphone with a limit of five minutes. No time can be transferred to another party.

**RESOLUTION 2022-1-12-1
A RESOLUTION TO APPROVE THE PAYMENT OF BILLS AND PAYROLL**

Offered By: Comm. Sutphin

Seconded By: Comm. Puryear

BE IT RESOLVED, the bills total of \$142,694.82 are hereby approved for payment: and,

BE IT RESOLVED, that the total of \$27,762.02 be approved for the 11/30/22 payroll and the total of \$27,591.62 be approved for the 12/15/22 payroll and the total of \$28,204.61 be approved for the 12/31/22 payroll:

BE IT FURTHER RESOLVED, that the total bills be attached to this resolution and be made part of.

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

RESOLUTION # 2022-1-12-2
A RESOLUTION DISPENSING WITH THE READING OF MINUTES
OF THE November 15, 2022 MEETING

Offered By: Comm. Fritz

Seconded By: Comm. Martuscelli

BE IT RESOLVED, that the Clerk dispense with the reading of the minutes of the November 15, 2022 meeting.

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

RESOLUTION # 2022-1-12-3
A RESOLUTION TO RATIFY AND APPROVE MINUTES
OF THE November 15, 2022 MEETING

Offered By: Comm. Fritz

Seconded By: Comm. Sutphin

BE IT RESOLVED, that the minutes of the Meeting of the November 15, 2022 be ratified and approved.

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

RESOLUTION # 2022-1-12-4
2023 ADOPTED BUDGET RESOLUTION
NEPTUNE FIRE DISTRICT #1
FISCAL YEAR: January 1, 2023 to December 31, 2023

Offered By: Comm. Martuscelli

Seconded By: Comm. Sutphin

WHEREAS, the Annual Budget for the Neptune Fire District No. 1 (the “Fire District”) for the fiscal year beginning January 1, 2023 and ending December 31, 2023, has been presented for adoption before the Board of Commissioners of the Fire District at its open public meeting of November 15, 2022; and

WHEREAS, the Annual Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the adopted budget is in compliance with the Property Tax Levy Cap Law (N.J.S.A. 40A:4-45.44 et. seq.) and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$ 5,530,973.00 which includes amount to be raised by taxation of \$3,235,556.00, and Total Appropriations of \$5,530,973.00; and

WHEREAS, an election shall be held annually on the third Saturday of February in each established fire district to determine the amount to be raised by taxation for the ensuing year;

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Fire District at an open public meeting held on December 20, 2022 that the Annual Budget of the Fire District for the fiscal year beginning January 1, 2023 and ending December 31, 2023 is hereby adopted and, shall constitute appropriations for the purposes stated and authorization of Total Revenues of \$5,530,973.00 which includes amount to be raised by taxation of \$3,235,556.00 and Total Appropriations of \$5,530,973.00; and

BE IT FURTHER RESOLVED, that the Annual Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

BE IT FURTHER RESOLVED, that an annual election shall be held on the third Saturday of February to determine the amount to be raised by taxation for the ensuing year. The results of which shall be subsequently certified to the Division and the Municipal Assessor.

Albert Fritz Sr

(Commissioner’s Signature)

12/20/2022

(Date)

Board of Commissioners Recorded Vote

Member	Aye	Nay	Abstain	Absent
Albert Fritz Sr	x			
James manning Jr	x			
Frank Martuscelli Sr	x			
Todd Puryear	x			
Frank Sutphin	x			

**RESOLUTION 2022-1-12-5
A RESOLUTION APPROVING THE
2023 OFFICE HOLIDAYS**

Offered By: Comm. Sutphin

Seconded By: Comm. Puryear

WHEREAS, the following 2023 Holidays be approved as follows:

	<u>JANUARY</u>	
Monday	January 2	New Years Day
Monday	January 16	Martin Luther King Day**
	<u>FEBRUARY</u>	
Monday	February 20	President's Day**
	<u>APRIL</u>	
Friday	April 7	Good Friday**
	<u>MAY</u>	
Monday	May 29	Memorial Day
	<u>JULY</u>	
Monday	July 3	**Floating Holiday**
Tuesday	July 4	Independence Day
	<u>SEPTEMBER</u>	
Monday	September 4	Labor Day
	<u>OCTOBER</u>	
Monday	October 9	Columbus Day**
	<u>NOVEMBER</u>	
Friday	November 10	Veteran's Day**
Thursday	November 23	Thanksgiving
Friday	November 24	Day after Thanksgiving
	<u>DECEMBER</u>	
Monday	December 25	Christmas

**OFFICE HOLIDAY ONLY

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

RESOLUTION # 2022-1-12-6
A RESOLUTION FIXING NEPTUNE FIRE DISTRICT #1
COMMISSIONERS COMPENSATION

Offered By: Comm. Martuscelli

Seconded By: Comm. Sutphin

WHEREAS; N.J.S.A.40A:14-88 provides that the board shall fix the amount of compensation each commissioner shall receive subject to review by the governing body wherein the fire district is located; and

WHEREAS; The board has carefully reviewed the compensation of each fire commissioner and has determined that for the year 2023 the compensation to be paid each elected commissioner shall be \$5,000.00

NOW, THEREFOR BE IT HEREBY RESOLVED by the Board of Fire Commissioners of Fire District No.1 Neptune Township that a certified true copy of this Resolution be forwarded to the Governing body of Neptune Township as required by said statute and then included in the annual budget proposed for the year 2023.

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

RESOLUTION # 2022-1-12-7
A RESOLUTION TO DONATE TRAILER
TO NEPTUNE TWP PUBLIC WORKS

Offered By: Comm. Sutphin

Seconded By: Comm. Fritz

WHEREAS, the Board of Fire Commissioners has determined that equipment owned by the Fire District, have been found to be no longer needed for public use and be donated; and

WHEREAS, The following equipment to be donated shall be:

- Load Rite Trailer

THEREFORE, BE IT RESOLVED, the above-mentioned equipment be hereby approved to be donated to Neptune Township Public Works..

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

RESOLUTION # 2022-1-12-8
A RESOLUTION TO AUTHORIZE TRANSFER OF
2022 APPROPRIATIONS

Offered By: Comm. Sutphin

Seconded By: Comm. **Martuscelli**

BE IT RESOLVED, the following 2022 Appropriations be transferred:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Dist. Ins.	P/Bldg Grounds Misc	\$25,000.00
Dist. Ins.	M/M Vehicles Misc	\$75,000.00

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

RESOLUTION # 2022-1-12-9

SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF NEPTUNE, THROUGH THE NEPTUNE TOWNSHIP OFFICE OF EMERGENCY MANAGEMENT, AND NEPTUNE TOWNSHIP FIRE DISTRICT NO. 1, FOR FIT TESTING, REPAIR AND CALIBRATION OF EQUIPMENT AND USE OF TRAINING FACILITY

Offered by: Martuscelli

Seconded by: Sutphin

This Agreement is entered into this 20th day of December, 2022, between,

The **TOWNSHIP OF NEPTUNE, THROUGH THE NEPTUNE TOWNSHIP OFFICE OF EMERGENCY MANAGEMENT**, a Municipal Corporation of the State of New Jersey, with principal offices located at 25 Neptune Blvd., Neptune Township, New Jersey 07753, hereinafter referred to as the “**Township**” and “**NTOEM**” respectively; and

The **NEPTUNE TOWNSHIP FIRE DISTRICT NO. 1, UNDER THE NEPTUNE BOARD OF FIRE COMMISSIONERS**, a political subdivision of the State of New Jersey, with principal offices located at 1120 Corlies Avenue, PO Box 457, Neptune Township, New Jersey 07754-0457, hereinafter referred to as the “**NTFD**” and together referred to as the “**Parties.**”

WHEREAS, pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 through 40A:65-35, which authorizes joint activities among municipalities and other Local Units as defined by the “Act” and was enacted with the intent to facilitate and promote Shared Services Agreements, the parties hereby desire to enter into such an Agreement; and

WHEREAS, Neptune Township Fire District No. 1 (NTFD) is interested in entering into a Shared Service Agreement by which their detection equipment could be maintained and calibrated per manufacturer’s specifications and in accordance with NTFD Policy and NFPA Regulations; under which firefighters, members and employees of NTFD could be fit tested in accordance with NTFD Policy and NFPA Regulations and under which firefighters, member and employees could be trained at the Township’s Training Center; and

WHEREAS, the governing bodies of the NTFD and the Township/NTOEM have duly adopted a Resolution authorizing the entering into this Shared Services Agreement pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1.

NOW, THEREFORE, the NTFD and the Township/NTOEM hereby agree as follows:

1. Nature and Extent of Services:

a. Fit Testing:

1. NTOEM and NTEMS owns and maintains fit testing equipment, to include a Porta-a-Count® Fit Testing System and has paid and volunteer staff that manage and operate those units.
2. This Agreement shall allow the firefighters/members/employees of the NTFD to be fit tested by the Township through NTOEM in accordance with NTFD policy and NFPA/OSHA regulations.
3. The Township, through NTOEM/Neptune Township Emergency Medical Services (hereinafter referred to as “NTEMS”) will provide staffing and equipment to

fit test NTFD firefighters/members/employees on a schedule agreed upon between the NTOEM Management and the NTFD Management. NTFD will provide qualified staff to assist in providing said testing for NTFD firefighters/members/employees.

4. The Township, through NTOEM/NTEMS will utilize the same standards, policies, protocols and medical direction utilized in the provision of fit testing services to the Township when responding and performing the same for the NTFD.
5. The NTFD will provide the consumable supplies and any special adaptors necessary to test NTFD firefighters/members/employees and NTOEM members/employees.
6. The NTFD will pay the annual Maintenance Agreement costs for the NTOEM/EMS; representing one of the fit testing machines.

b. Repair and Calibration:

1. The Township, through NTOEM owns and maintains calibration gases, equipment and supplies, and has volunteer and paid staff that are qualified to repair and calibrate certain detection equipment to include Multirae® and Qrae® meters maintained by the NTFD.
2. The Township, through NTOEM/NTEMS will provide staffing and equipment to calibrate and repair equipment for which it is qualified to calibrate and repair on a schedule agreed upon between NTOEM Management and NTFD Management. NTFD will provide qualified staff to assist in calibrating and repairing meters owned/maintained by NTFD/NTOWM/NTEMS/NTDPW and NTPD.
3. The Township, through NTOEM/NTEMS will utilize the same standards, policies, protocols, utilized in the provision of calibration and repair services to the Township of Neptune when performing same for NTFD.
4. NTFD will purchase two (2) full size bottles of calibration gas per year and provide the same to NTOEM/NTEMS for use in calibrating meters as described above.
5. NTFD will maintain a supply of sensors to include at least two (2) of each type utilized in the NTFD meters and carbon filters or any other consumable supplies to assure rapid repairs and return to service after calibration/repairs.
6. NTFD will provide the consumable supplies necessary to calibrate NTFD and NTOEM/EMS equipment.

c. Training Facility Support:

1. The Township, through NTOEM has constructed a training site at the Neptune Township DPW Facility that will benefit the Neptune Township Special Operation Team, NTOEM, NTFD, Ocean Grove Fire Department, NTEMS, NTDPW and other agencies within Neptune Township.
2. There exists a need to add equipment and make improvements to the site to support the intended emergency services training programs.
3. NTFD will provide equipment to the site over the term of this Agreement as agreed upon between the representatives of each party.
4. The Township will provide the aforesaid training facility site as needed by NTFD in accordance with NTFD Policy and NFPA/OSHA Regulations.
5. The Township, through NTOEM, will utilize the same standards, Policies, protocols and direction utilized for training site services to the Township when providing said services to the NTFD.
6. The NTOEM will facilitate an annual site tour and allow use of the subject facilities for training as scheduled between the NTOEM and NTFD management.

2. Standards and Allocation of Responsibility:

Services shared by the Township and the NTFD shall be in accordance with the standards, policies and direction utilized in the type of services provided. The Township and the NTFD shall utilize their best efforts to perform all services to be rendered hereunder to the best of their abilities. Each party shall act in good faith at all times under this Agreement.

3. Consideration:

a. Fit Testing:

1. The NTFD shall reimburse the Township through NTOEM/NTEMS \$500.000 per year, which is intended to cover costs related to the provisions of this service.

b. Repair and Calibration:

1. The NTFD shall reimburse the Township through NTOEM/NTEMS \$500.00 per year, which is intended to cover costs related to the provisions of this service.

c. Training Facility Services:

1. The NTFD will contribute \$17,500.00 in 2023 to offset the costs of improvements to the facility, including but not limited to stairs, safety railings, ladders and other permanent improvements.

4. Duration of Agreement:

The initial term of this Agreement shall be for three (3) years; effective January 1, 2023 and terminating December 31, 2025; with an option to renew for two (2) years, unless either party provides the other party with written notice by certified mail at least sixty (60) days before the expiration of the yearly term that it does not wish to renew this Agreement.

5. Arbitration: Any controversy or claim arising out of or relating to this Agreement or a breach thereof shall be settled pursuant to the laws of the State of New Jersey by arbitration in accordance with the Rules that exist in the American Arbitration Association or similar Arbitrator and judgment upon an award rendered pursuant to such arbitration may be entered into in any court in the State of New Jersey.
6. Insurance: The parties hereby agree that the Township and the NTFD shall maintain liability and property insurance to the extent affected by the services of this Agreement, with each party providing a Certificate of Insurance to the other naming each party as an additional insured. The parties shall provide proof of insurance and maintain their own liability insurance and property insurance for any loss or damages arising from services provided, and shall provide each other with a Certificate of Insurance naming both as an additional insured. All parties shall maintain a sum of no less than Fifty Thousand Dollars (\$50,000.00) for property loss and One Million Dollars (\$1,000,000.00) for liability for injuries resulting from one person, and to keep such insurance in force for the term of the Agreement and to deliver proof of insurance, if requested, by either party after submitting the original Certificate of Insurance. All Certificates of Insurance must be approved by all legal counsel for the parties involved in this matter.
7. Indemnification/Hold Harmless:

The Township shall indemnify and shall hold the NTFD, the members of the NTFD and its officers, agency, and employees harmless against liability, and the Township shall pay any and all, liability, loss, cost, damage, claims, judgement or expense, of any and all kinds or nature, which shall be imposed by law, which the NTFD, the members of the NTFD and its officers, agency, and employees may sustain or be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death or damage of property, whether real, personal or both, or upon or arising out of any services described in this Shared Services Agreement undertaken by the Township, its officers, agency and employees.

During the term of this Shared Services Agreement, the NTFD shall indemnify and shall hold Township, the members of its governing body and its officers, agency, and employees harmless against liability and the NTFD shall pay any and all, liability, loss, cost, damage, claims, judgement or expense, of any and all kinds or nature, which shall be imposed by law, which the Township, the members of its governing body and its officers, agency, and employees may sustain or be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death or damage of property, whether real, personal or both, or upon or arising out of any services described in this Shared Service Agreement undertaken by the NTFD, its officers, agency and employees.

The Township and NTFD agree that the Township shall give authorized NTFD representatives prompt written notice of the filing of each such claim and the institution of each such suit or action, and the NTFD shall give an authorize Township representative prompt written notice of the filing of each such claim and the institution of

each such suit or action.

8. Compliance with Laws and Regulations:

Township and NTFD agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

9. No Additional Waiver Implied by One Waiver:

In the event that any Agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

10. No Personal Liability.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee, Governing Body Member, and/or Agent of the Township or NTFD, in his or her individual capacity, and neither the officers, agents, or employees of the Township or NTFD nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

11. Independent Counsel:

The parties hereby acknowledge that they have independent legal counsel of their own choosing in order to have this Agreement reviewed and approved and in order to receive independent and separate advice regarding every aspect to this Agreement. Moreover, the parties agree that whoever prepared the Agreement, the preparation was not to give one or the other party a legal advantage in construction or interpretation should there be a claim by the parties or third party in the future.

12. Amendment:

This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

13. Successors and Assigns:

This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Township, the NTFD and their respective successors and assigns.

14. Severability:

In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. Counterparts:

The Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

16. Entire Agreement:

This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertaking between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertaking, inducements, or conditions, express or implied, oral or written between the parties hereto.

17. Further Assurances and Corrective Measures:

The NTFD and the Township shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for correcting any inadequate or incorrect description of the service or to correct any inconsistent or ambiguous term hereof.

18. Headings:

The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

19. Governing Law:

The terms of this Shared Services Agreement shall be governed by and construed interpreted and enforces in accordance with the laws of the State of New Jersey.

20. Agency Relationship:

It is hereby acknowledged that the parties and all their personnel used to assist any party to this Agreement are performing the services under this Agreement as general agents of the municipality or NTFD for which they are performing said services, and shall use all powers of performance reasonably necessary and convenient to carry out the duties, obligations and responsibilities under the Agreement and allowable by law. Any third party contractor utilized to implement the relationship between the NTFD and the Township shall be considered an independent contractor unless otherwise stated between the third party contractor and the appropriate public entity.

21. Inspection of Records:

The NTFD shall have the right at all times during the term of this Agreement to inspect all relevant records or information of the Township and any third party contractor, if any, pertaining to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereby cause this Shared Service Agreement to be signed the day and year first above written.

ATTEST:

**NEPTUNE BOARD OF FIRE
COMMISSIONERS**

Albert Fritz
Print name:
Print title:

By: James Manning _____
Print name:
Print title:

ATTEST:

TOWNSHIP OF NEPTUNE

Gabriella Siboni, RMC,

By: _____
Mayor

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

**TOWNSHIP OF NEPTUNE FIRE DISTRICT #1
RESOLUTION 2022-1-12-10
A RESOLUTION TO APPROVE 2021 AUDIT**

Offered By: Comm. Sutphin

Seconded By: Comm. Martuscelli

WHEREAS, N.J.S.A. 40A:5A-15 requires the governing body of each local authority to cause an annual audit of its accounts to be made, and

WHEREAS, the annual audit report for the fiscal year ended December 31, 2021 has been completed and filed with the Director of Local Government Services pursuant to N.J.S.A. 40A:5A-15, and

WHEREAS, N.J.S.A. 40A:5A-17, requires the governing body of each authority to, within 45 days of receipt of the annual audit, certify by resolution to the Local Finance Board that each member thereof has personally reviewed the annual audit report, and specifically the sections of the audit report entitled "**General Comments**," "**Recommendations**," and "**Schedule of Findings and Questioned Costs**," and has evidenced that review by group affidavit in the form prescribed by the Local Finance Board, and

WHEREAS, the members of the governing body have received the annual audit and have personally reviewed the annual audit, and have specifically reviewed the sections of the annual audit report entitled "**General Comments**," "**Recommendations**," and "**Schedule of Findings and Questioned Costs**," in accordance with N.J.S.A. 40A:5A-17.

NOW, THEREFORE BE IT RESOLVED, that the Board of Fire Commissioners of the Township of Neptune Fire District #1 hereby certifies to the Local Finance Board of the State of New Jersey that each governing body member has personally reviewed the annual audit report for the fiscal year ended December 31, 2021, and specifically has reviewed the sections of the audit report entitled "**General Comments**," "**Recommendations**," and "**Schedule of Findings and Questioned Costs**," and has evidenced that review by group affidavit in the form prescribed by the Local Finance Board.

BE IT FURTHER RESOLVED that the secretary of the authority is hereby directed to promptly submit to the Local Finance Board the aforesaid group affidavit, accompanied by a certified true copy of this resolution.

IT IS HEREBY CERTIFIED THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON December 20, 2022

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

Albert Fritz Sr
Clerk

12/20/2022

LOCAL AUTHORITIES GROUP AFFIDAVIT FORM
PRESCRIBED BY THE NEW JERSEY LOCAL FINANCE BOARD
AUDIT REVIEW CERTIFICATE

We, the members of the governing body of the Board of Fire Commissioners, Neptune Fire District 1, being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Board of Fire Commissioner, Neptune Fire District 1.
2. We certify, pursuant to N.J.S.A. 40A:5A-17, that we have each reviewed the annual audit report for the fiscal year ended December 31, 2021, and specifically the sections of the audit report entitled "**General Comments,**" "**Schedule of Findings and Questioned Costs,**" and "**Recommendations.**"

(PRINT NAME)

(SIGNATURE)

Albert Fritz, Sr

James Manning.

Frank Martuscelli

Todd Puryear

Frank Sutphin

Sworn to and subscribed before me this _____ day of _____, 2022

Notary Public of New Jersey

RESOLUTION # 2022-1-12-11
RESOLUTION AUTHORIZING ACCEPTANCE OF SETTLEMENT
RE: BUNTING V. NEPTUNE TOWNSHIP FIRE DISTRICT #1 DOCKET NO. MON-L-4014-19

Offered by: Martuscelli

Seconded by:Sutphin

WHEREAS, on or about November 19, 2019, Latoya Jamil Bunting served a complaint onto the Neptune Township Fire District #1 seeking damages in a personal injury matter that occurred at the Shark River Fire Company No. 4; and

WHEREAS, the matter was forwarded to the Law Firm of Plosia Cohen, LLC and assigned to Jonathan F. Cohen, Esq. to handle defense work on behalf of the Neptune Township Fire District #1; and

WHEREAS, on or about December 9, 2022, the Parties amicably resolved the law suit, pending approval from third parties, including the Neptune Township Fire District #1, and the terms of the proposed Stipulation of Settlement required Neptune Township Fire District #1 to pay \$185,000.00 to Plaintiff and in exchange the Plaintiff would provide a general release to Neptune Township Fire District #1; and

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners Township of Neptune Fire District #1 do hereby authorize acceptance of the proposed Stipulation of Settlement so that the matter can be resolved and the pending lawsuit dismissed.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Fire Board Administrator, the Township of Neptune and Mr. Jonathan Cohen, Esq. of the Law Firm Plosia Cohen, LLC.

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

RESOLUTION # 2022-1-12-12
A RESOLUTION AUTHORIZING EXECUTIVE SESSION

Offered By: Comm. Sutphin

Seconded By: Comm. Fritz

WHEREAS, State law permits the exclusion of the public in certain circumstances; and,

WHEREAS, The Board of Fire Commissioners of Neptune Fire District, No. 1 finds that such circumstances currently exist and are as follows:

- Personnel matter pertaining to Liberty Firehouse
- Legal issue pertaining to Professionals
- Legal issue pertaining to Interlocal Agreement
- Personnel issue pertaining to holidays
- Personnel issue pertaining to update on union negotiations
-

WHEREAS, The Board of Fire Commissioners will make public, minutes of the closed session when confidentiality no longer exists;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners that they are hereby authorized to enter into closed session to discuss legal and personnel matters which are exempt from the public meeting under the Sunshine Law.

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

NEW BUSINESS:

REPORTS

CHIEF- Campbell-Thanks all for year

ASSISTANT CHIEF- Mauro discusses call and training and met with Officers

CAPTAINS- A Fritz – Progress and has one member to Academy

Pd: report emailed

ADMINISTRATOR: quotes to be reviewed

COMMISSIONERS REPORTS:

Commissioner Puryear: progress

Commissioner Fritz Sr.: progress

Commissioner Martuscelli: progress- Need Hamilton members list for D4H

Commissioner Sutphin: progress- Recruitment Reimbursement working well and others requesting info

President Manning: progress – Thanks all for what they do

Hearing on Liberty Issue – discussed by all parties involved – Decision to turn back over to Liberty Fire Co to handle. If not satisfactory Board will set in.

PUBLIC COMMENT - none

Members of the public may address any concern relating to the Fire District. The public will be permitted one visit to the microphone with a limit of five minutes. No time can be transferred to another party.

MOTION TO GO INTO EXECUTIVE SESSION

Offered By: Comm. Martuscelli

Seconded By: Comm. Sutphin

MEETING GOES INTO EXECUTIVE SESSION

RESOLUTION # 2022-1-12-13

A RESOLUTION TO COME BACK TO REGULAR MEETING SESSION

Offered By: Comm. Sutphin

Seconded By: Comm. Puryear

VOTE: Comm. Fritz Sr: AYE; Comm. Martuscelli.: AYE ;
Comm. Puryear: AYE; Comm. Sutphin: AYE; Pres. Manning: AYE.

MOTION TO ADJOURN

Offered By: Comm. Manning

Seconded By: Comm. Fritz

MEETING ADJOURNED