

**WORKSHOP-MINUTES
BOARD OF FIRE COMMISSIONERS
NEPTUNE FIRE DISTRICT NO. 1
AUGUST 18, 2026**

President Martuscelli calls the workshop portion of the August 18, 2026, meeting to order and calls for a flag salute and moment of silence.

Vice President Sutphin congratulates the fire department members with their new babies being born.

President Martuscelli asks the Clerk to Call the Roll:

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

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

ITEMS FOR DISCUSSION IN OPEN SESSION

- Discuss new spec for gear- all good to approve.
- DCA draft received- Commissioners are going to review and discuss the draft and get input from others in the department.

MOTION TO ADJOURN

Offered By: Comm. Sutphin

Seconded By: Comm. Fritz

**MINUTES
BOARD OF FIRE COMMISSIONERS
NEPTUNE FIRE DISTRICT NO. 1
AUGUST 18, 2026**

President Martuscelli calls the August 18, 2026 regular meeting to order.

President Martuscelli asks the Clerk to Call the Roll:

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

President Martuscelli 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 Martuscelli 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 2026-1-8-1
A RESOLUTION TO APPROVE THE PAYMENT OF BILLS AND PAYROLL**

Offered By: Comm. Fritz

Seconded By: Comm. Sutphin

BE IT RESOLVED, the bills total of \$180,569.60 are hereby approved for payment: and,

BE IT RESOLVED, that the total of \$54,384.14 be approved for the 7/31/2026 payroll and the total of \$61,588.96 be approved for the 8/15/2026 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. Breedon.: AYE;
Comm. Puryear: absent; Comm. Sutphin: AYE; Pres. Martuscelli: AYE.

RESOLUTION # 2026-1-8-2
A RESOLUTION DISPENSING WITH THE READING OF MINUTES
OF THE JULY 21, 2026 MEETING

Offered By: Comm. Sutphin

Seconded By: Comm. Breeden

BE IT RESOLVED, that the Clerk dispense with the reading of the minutes of the July 21, 2026 meeting.

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

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RESOLUTION # 2026-1-8-3
A RESOLUTION TO RATIFY AND APPROVE MINUTES
OF THE JULY 21, 2026 MEETING

Offered By: Comm. Breeden

Seconded By: Comm. Sutphin

BE IT RESOLVED, that the minutes of the Meeting of the July 21, 2026 be ratified and approved.

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

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RESOLUTION # 2026-1-8-4
SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF NEPTUNE
AND THE NEPTUNE TOWNSHIP FIRE DISTRICT #1 FOR FLEET
MAINTENANCE

Table until after executive session

Offered By: Comm. Martuscelli Seconded By: Comm. Fritz

Untabled after executive session

Offered By: Comm. Martuscelli Seconded By: Comm. Breeden

This Agreement is entered into this 13th day of July, 2026, between,

The **TOWNSHIP OF NEPTUNE**, 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

The **NEPTUNE TOWNSHIP FIRE DISTRICT #1**, a political subdivision of the State of New Jersey, with principal offices located at 1120 Corlies Avenue, Neptune Township, New Jersey 07753,

hereinafter referred to as the “**District**” 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, it is in the best interest of both the District and the Township to share certain services, rather than to hire or contract out for said services individually; and

WHEREAS, the governing bodies of the District and the Township 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 District and the Township hereby agree as follows:

1. Nature and Extent of Services:
 - a. The Township through a contract with a third-party Fleet Management Company, will maintain and repair District vehicles at the Township’s contracted hourly labor rate plus fifteen (\$15.00) per hour for administrative costs;

- b. Service for all vehicles owned by the District will be provided at the Township Public Works facility on Heck Avenue in Neptune Township;
- c. The schedule for servicing of said vehicles will be Monday through Friday, between the hours of 7 am and 4 pm. Emergency services and repairs will be completed by appointment through the Fleet Management On-Site Manager. After hours repairs can be performed, at the request of the District, at an hourly rate of one and one half (1 ½) times the current rate billed to the District;
- d. The Fleet Management Company shall bill the District for services on a monthly basis and payment shall be made to the Township within thirty (30) days of receipt of the bill. Failure to make payment or otherwise comply with the service procedures and terms and conditions of this Agreement by the District may result in the Township terminating the Agreement. Any pump or other repairs that are required to be performed by outside agencies shall be billed at the same rate and in the same manner as described herein;
- e. All costs for parts and materials will be billed at the rate paid by the Fleet Management Company plus ten percent (10%).

2. Standards and Allocation of Responsibility:

Services shared by the Township and the District shall be in accordance with the standards, policies and direction utilized in the type of services provided. The Township and the District 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. The Township through a contract with a third-party Fleet Management Company, will maintain and repair District vehicles at the Township's contracted hourly labor rate plus fifteen dollars (\$15.00) per hour for administrative costs. After hour repairs can be performed per Paragraph 1(c) above at an hourly rate of one and one half (1 ½) times the current rate;
- b. All costs for parts and materials will be billed at the rate paid by the Fleet Management Company plus ten percent (10%);
- c. The Fleet Management Company shall bill the District for services on a monthly basis and payment shall be made to the Township within thirty (30) days of receipt of the bill. Failure to make payment or otherwise comply with the service procedures and

terms and conditions of this Agreement by the District may result in the Township terminating the Agreement. Any pump or other repairs that are required to be performed by outside agencies shall be billed at the same rate and in the same manner as described herein.

4. Duration of Agreement:

The initial term of this Agreement shall be for one (1) year effective July 1, 2026 and shall automatically renew for additional terms of one (1) year for a maximum of five (5) 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 maybe entered into in any court in the State of New Jersey.

6. Insurance: The parties hereby agree that the Township and the District 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 District, the members of the District 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 District, the members of the District 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 District shall indemnify and shall hold Township, the members of its governing body and its officers, agency, and employees harmless against liability and the District 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 District, its officers, agency and employees.

The Township and District agree that the Township shall give authorized District representatives prompt written notice of the filing of each such claim and the institution of each such suit or action, and the District 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 District 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 District, in his or her individual capacity, and neither the officers, agents, or employees of the Township or District 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 ensure the benefit of and shall be binding upon the Township, the District 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 District 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 enforced 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 District 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.

21. Inspection of Records:

The District shall have the right at all times during the term of this Agreement to inspect all relevant records or information of the Township and the Fleet Management Company pertaining to the provisions of this Agreement.

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

RESOLUTION # 2026-1-8-5
A RESOLUTION TO AUTHORIZE TRANSFER OF
2026 CAPITAL APPROPRIATIONS

Offered By: Comm. Sutphin

Seconded By: Comm. Breeden

BE IT RESOLVED, the following 2026 Capital Appropriations be transferred:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Reserve- New Vehicles	Capital Reserve- New Trucks & Equipment	\$71,000.00

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

RESOLUTION #2026-1-8-6
RESOLUTION AUTHORIZING REVISIONS AND ADOPTION OF UPDATED
TECHNICAL SPECIFICATIONS FOR FIREFIGHTER TURNOUT GEAR

Offered By: Comm. Sutphin

Seconded By: Comm. Breeden

WHEREAS, the Board of Fire Commissioners of Neptune Township Fire District No. 1 is charged with the statutory responsibility of protecting life and property from fire within the District and ensuring the safety of its volunteer and career firefighting personnel; and

WHEREAS, structural firefighting personal protective equipment (turnout gear) is critical to protecting firefighters from extreme thermal conditions, physical hazards, and environmental biological risks encountered during emergency operations; and

WHEREAS, the National Fire Protection Association (NFPA) establishes rigorous standards for protective clothing through NFPA 1971 (Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting) and NFPA 1851 (Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting); and

WHEREAS, the Commissioners have evaluated current field performance, national safety standards, and modern equipment specifications, and have recommended updating the District's standard Turnout Gear Procurement Specifications to optimize safety, durability, and ergonomic function; and

WHEREAS, the Board of Fire Commissioners finds that updating these specifications is in the best interest of the District and its firefighting personnel to ensure maximum field protection and compliance with current regulatory guidelines.

NOW, THEREFORE, BE IT RESOLVED by the Board of Fire Commissioners of Neptune Township Fire District No. 1, County of Monmouth, State of New Jersey, as follows:

1. The updated technical specifications for structural firefighter turnout gear, as referenced in Exhibit A and attached to this Resolution, are hereby approved and adopted as the official procurement standard for Neptune Township Fire District No. 1.
2. All future formal competitive bidding, requests for proposals (RFPs), or state contract purchases executed by the District for structural firefighting gear shall strictly conform to these newly adopted standards.
3. The Fire Chief, Purchasing Agent, and/or Staff are authorized and directed to take all necessary administrative actions to integrate these updated specifications into current and upcoming equipment procurement packages.
4. This Resolution shall take effect immediately upon its adoption.

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

RESOLUTION # 2026-1-8-7
A RESOLUTION AUTHORIZING EXECUTIVE SESSION

Offered By: Comm. Sutphin

Seconded By: Comm. Breeden

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:

- DCA Report
- Personnel issue pertaining to volunteer firefighter

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. Breeden.: AYE;
Comm. Puryear: absent; Comm. Sutphin: AYE; Pres. Martuscelli: AYE.

NEW BUSINESS:

REPORTS

CHIEF- Discussed the incident on West Bangs that the new meters kept people safe in a very dangerous situation when a car hit a house and blew a gas line.

ASSISTANT CHIEF- Progress

CAPTAINS-

Pd: Thank you for the repairs on 34-74

ADMINISTRATOR: Progress

COMMISSIONERS REPORTS:

Commissioner Breeden: Hamilton door was taken care of

Commissioner Fritz Sr.: Progress

Commissioner Puryear: absent

Commissioner Sutphin: Final inspection is tomorrow and ready to start the sprinklers. AC in the kitchen was a good move to extend the utilities.

President Martuscelli: Made a motion to begin construction for Shark River Hills bunkroom. All approved.

PUBLIC COMMENT

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.

Firefighter Bryan Bonanno thanks the District on behalf of EMS for the support the last few weeks after Bil Rosen's passing.

MOTION TO GO INTO EXECUTIVE SESSION

Offered By: Comm. Fritz

Seconded By: Comm. Breeden

MEETING GOES INTO EXECUTIVE SESSION

RESOLUTION # 2026-1-8-8
A RESOLUTION TO COME BACK TO REGULAR MEETING SESSION

Offered By: Comm. Breeden

Seconded By: Comm. Fritz

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

President Martuscelli makes a motion to untable **RESOLUTION # 2026-1-8-4** all approved.
Resolution read, Offered By: Comm. Martuscelli and Seconded By: Comm. Breeden. All approved.

MOTION TO ADJOURN

Offered By: Comm. Sutphin

Seconded By: Comm. Breeden

MEETING ADJOURNED