

# Board of Commissioners

Mount Holly Fire District No. 1

17 Pine Street, Mount Holly, NJ 08060

## SPECIAL MEETING AGENDA

September 28, 2026, 7:00pm

*This special meeting agenda for the meeting of the Board of Fire Commissioners, and the resolutions linked to this agenda, reflect the agenda and proposed resolutions to the extent known at the time of posting, pursuant to N.J.S.A. 10:4-8(d). The agenda and resolutions are tentative. The agenda is subject to amendment, additions, or deletions prior to the meeting pursuant to Board policies and procedures.*

### **CELL PHONE USE DURING MEETINGS IS PROHIBITED**

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The New Jersey Open Public Meetings Law, N.J.S.A. 10:4-6 et seq., was enacted to ensure the right of the public to have advance notice of and to attend the meetings of public bodies at which any business affecting its interest is discussed or acted upon. In accordance with the provisions of this Act, the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, has caused notice of this meeting to be published by having the date, time, place, and agenda, to the extent known thereof, posted as follows:

- Posted on the District Website
- Posted with the Township Clerk
- Posted where applicable

### **Formal Action May be Taken.**

1. Call to Order: \_\_\_\_\_

#### Roll Call

Treasurer Gaskill: \_\_\_\_\_ Commissioner Logue: \_\_\_\_\_ Vice Chair Saucier \_\_\_\_\_

Commissioner Sheppard: \_\_\_\_\_ Chairman Thiessen: \_\_\_\_\_

### **Pledge of Allegiance and a Moment of Silence**

#### **3. Public Comment**

The public comment portion of the meeting is to allow the public to bring their concerns or comments to the Board. The Board will respect the public's time by refraining from any comments until the speaker is finished. It should be noted that the public comment portion of the meeting is not structured as a question-and-answer session. If a member of the public has questions, an appointment can be made with the appropriate personnel. We ask that the public state their full name and address for the record and **keep their comments to 3 minutes.**

**MEMBERS OF THE PUBLIC ARE ONLY ALLOWED TO SPEAK ONCE.** The public portion is also not for arguing, insulting, speaking out of turn (i.e. **Screaming from the audience, insulting staff or board members or inciting riotous behavior**) or you will be asked to leave as stated in Resolution 2025-011 that was passed on March 5, 2025

**4. RESOLUTION 2026-33-** RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS PERSONNEL MATTERS AND MATTERS PROTECTED BY ATTORNEY – CLIENT PRIVILEGE

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

Aye: JG, RL, NS, JS, JT      Nay: JG, RL, NS, JS, JT      Abstain: \_\_\_\_\_

**5. RESOLUTION 2026-34-** RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR CONSULTING SERVICES TO MAUREEN MITCHELL, LLC UNDER THE BID THRESHOLD PURSUANT TO N.J.S.A 40A:11-3

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

Aye: JG, RL, NS, JS, JT      Nay: JG, RL, NS, JS, JT      Abstain: \_\_\_\_\_

**6. DISCUSSION ON BUDGET PROCESS AND TIMELINES**

**7. RESOLUTION 2026-35-** RESOLUTION AUTHORIZING THE QUALIFIED PURCHASING AGENT TO AWARD WINDOW CONTRACTS EXCEEDING \$17,500 BUT BELOW THE BID THRESHOLD UNDER THE NEW JERSEY ELECTION TRANSPARENCY ACT

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

Aye: JG, RL, NS, JS, JT      Nay: JG, RL, NS, JS, JT      Abstain: \_\_\_\_\_

**8. RESOLUTION 2026-36-** RESOLUTION ESTABLISHING THE POSITION OF ADMINISTRATOR WITHIN THE FIRE DISTRICT AND ELIMINATING THE POSITION OF FINANCE CLERK.

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

Aye: JG, RL, NS, JS, JT      Nay: JG, RL, NS, JS, JT      Abstain: \_\_\_\_\_

**9. RESOLUTION 2026-37-** RESOLUTION APPOINTING COLLEEN HARGROVE AS  
ADMINISTRATOR (FIRST READING)

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

Aye: JG, RL, NS, JS, JT

Nay: JG, RL, NS, JS, JT

Abstain: \_\_\_\_\_

**10. ADJOURNMENT**

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

Aye: JG, RL, NS, JS, JT

Nay: JG, RL, NS, JS, JT

Abstain: \_\_\_\_\_

## **RESOLUTION 2026-33**

### **RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS PERSONNEL MATTERS AND MATTERS PROTECTED BY THE ATTORNEY – CLIENT PRIVILEGE**

**WHEREAS**, Chapter 231 Public Law of 1975 as amended (N.J.S.A. 10:4-6 et seq.), known and cited as the “Senator Byran M. Baer Open Public Meetings Act”, also known as the “Sunshine Law”, authorizes a public body to meet in closed session (exclude the public) under certain limited circumstances; and

**WHEREAS**, said Act (N.J.S.A. 10:4-13) requires the Board to adopt a resolution at a public meeting before it can meet in closed session.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, that the public body has determined:

That it is necessary to meet in closed session, under N.J.S.A. 10:4-12(b)(7)(8), on the 28<sup>th</sup> Day of September 2026, to discuss personnel, contract negotiations and any other matters determined to be Attorney-Client privilege, and

That the matter(s) discussed will be made public if and when confidentiality is no longer required and action pursuant to said discussion shall take place only at a meeting open to the public; and

**BE IT FURTHER RESOLVED**, that the within Resolution shall be effective immediately upon passage; and

**BE IT FURTHER RESOLVED**, that resolution or part of a resolution inconsistent herewith is hereby repealed or otherwise revoked; and

**BE IT FURTHER RESOLVED**, that if any section, paragraph, sentence, clause, or phrase in this Resolution is for any reason held or determined to be unconstitutional or invalid, same shall not affect the remainder of this Resolution; and

**BE IT FURTHER RESOLVED**, that notwithstanding anything set forth herein to the contrary, the Board shall be permitted to amend, modify, repeal or otherwise act as to those topics which are the subject of this Resolution provided said acts are consistent with public policy, Board bylaws, township ordinances, local state and federal laws and rules and regulations promulgated thereunder; and

**BE IT FURTHER RESOLVED**, that an original signed, conformed and compared copy of this Resolution be accessible and maintained as an official Board record pursuant to and in accordance with the “Open Public Records Act”; N.J.S.A. 47:1A-1, et seq. and the “Destruction of Public Records Law (1953)”; N.J.S.A. 47:3-8-1 et seq. as set forth by the State of New Jersey Municipal Agency Record Retention Schedule promulgated by the Division of Archives and Record Management.

This resolution shall take effect immediately upon adoption.

### Board of Commissioners Recorded Vote

| Member          | Motion | Second | Aye | Nay | Abstain | Recused | Absent |
|-----------------|--------|--------|-----|-----|---------|---------|--------|
| June Gaskill    |        |        |     |     |         |         |        |
| Rosemarie Logue |        |        |     |     |         |         |        |
| Nicole Saucier  |        |        |     |     |         |         |        |
| Jeena Sheppard  |        |        |     |     |         |         |        |
| Jules Thiessen  |        |        |     |     |         |         |        |

### CERTIFICATION

I, \_\_\_\_\_ **Chairperson** of the Board of Fire Commissioners of Fire District No. I, Township of Mount Holly, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true conformed and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the 28<sup>th</sup> **Day of September 2026**

I do further certify that the said Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington, State of New Jersey, is composed of - 5 - members and that - - members were present , - - members voted affirmatively for the adoption of the Resolution , - - member(s) voted against the adoption of the Resolution , - - member(s) abstained from the adoption of the Resolution and - - member(s) recused themselves from the adoption of the Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington, State of New Jersey, on this 28th **Day of September 2026**.

\_\_\_\_\_  
Board of Fire Commissioners  
Fire District No. 1  
Township of Mount Holly

\_\_\_\_\_

BOARD OF FIRE COMMISSIONERS  
MOUNT HOLLY FIRE DISTRICT NO. 1

Resolution No. 2026- 34

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT  
FOR CONSULTING SERVICES TO MAUREEN MITCHELL, LLC  
UNDER THE BID THRESHOLD PURSUANT TO N.J.S.A. 40A:11-3

WHEREAS, the Board of Fire Commissioner has determined that it is in immediate need of consulting services for the purpose of developing and adopting a budget for fiscal year 2027 that complies with all the statutory and regulatory requirements governing fire districts in the State of New Jersey; and

WHEREAS, Mauren Mitchell, LLC is a limited liability company established in April 2010 that has extensive experience in municipal budget development and financial planning in the State of New Jersey, and is both willing and able to provide immediate assistance to the Board for the purpose of ensuring that the Board is prepared to adopt a budget for fiscal year 2027 prior to the conclusion of fiscal year 2026; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3, the Board is authorized to award contracts without public advertising for bids if said contracts will not exceed \$17,500 over the contract year; and

WHEREAS, the Board seeks to retain the services of Maureen Mitchell LLC for the provision of consulting services related to the development and adoption of a budget for fiscal year 2027; and

WHEREAS, a contract awarded to Maureen Mitchell, LLC shall not exceed the bid threshold for Mount Holly Fire District No. 1, which is currently seventeen thousand five hundred dollars (\$17,500) pursuant to N.J.S.A. 40A:11-3(a)(1); and

WHEREAS, the Board desires to authorize its Chairman to award a contract without public advertising for bids consistent with N.J.S.A. 40A:11-3; and

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

1. Jules Thiessen, Chair of the Board of Fire Commissioners, is hereby authorized to enter into a contract with Maureen Mitchell, LLC at the rate of one hundred dollars (\$100.00) per hour, not to exceed seventeen thousand five hundred dollars (\$17,500), in accordance with N.J.S.A. 40A:11-1, *et seq.*; and

2. Jules Thiessen, Chair of the Board of Fire Commissioners, is hereby authorized to execute any and all documents necessary to retain the services of Maureen Mitchell, LLC on behalf of Mount Holly Fire District No. 1.

ADOPTED at a meeting of the Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington on September 28, 2026.

#### RECORDED VOTE

| Member          | Motion | Second | Aye | Nay | Abstain | Absent | Recused |
|-----------------|--------|--------|-----|-----|---------|--------|---------|
| Jules Thiessen  |        |        |     |     |         |        |         |
| Nicole Saucier  |        |        |     |     |         |        |         |
| June Gaskill    |        |        |     |     |         |        |         |
| Jeena Sheppard  |        |        |     |     |         |        |         |
| Rosemarie Logue |        |        |     |     |         |        |         |

#### CERTIFICATION

I, \_\_\_\_\_, Clerk of the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true conformed and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the **28th Day of September 2026**.

I do further certify that the said Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington, State of New Jersey, is composed of five (5) members and that \_\_\_\_ members were present and \_\_\_\_ members voted affirmatively for the adoption of the Resolution and \_\_\_\_ member(s) voted against the adoption of the Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington, State of New Jersey, on this **28th Day of September 2026**.

\_\_\_\_\_, CLERK

Board of Fire Commissioners  
Fire District No. 1  
Township of Mount Holly

CONSULTING CONTRACT  
BETWEEN  
THE BOARD OF FIRE COMMISSIONERS  
OF MOUNT HOLLY FIRE DISTRICT NO. 1 AND  
MAUREEN MITCHELL LLC

This Consulting Contract (hereinafter "Contract") is entered into by and between the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington (hereinafter the "Board") whose principal offices are located at 17 Pine Street, Mount Holly, NJ 08060 AND Maureen Mitchell LLC (hereinafter "Mitchell" or "Consultant") whose principal offices are located at 19 Marter Avenue, Mount Laurel, New Jersey 08054. The Board and Consultant shall hereinafter be collectively referred to as the "Parties."

RECITALS

WHEREAS, the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, is a body corporate established pursuant to N.J.S.A. 40A:14-70 with the power and authority to enter into contracts for the purposes of providing services to the Mount Holly Fire District No.1; and

WHEREAS, Mauren Mitchell, LLC is a limited liability company established in April 2010 that has extensive experience in municipal budget development and financial planning in the State of New Jersey, including being the original architect of the Financial Automation Submission Tracking ("FAST") system into which the New Jersey Department of Community Affairs requires all fire districts in New Jersey to upload their budgets; and

WHEREAS, the Board is in immediate need of expert consulting services for the purposes of developing and adopting a budget for fiscal year 2027 that complies with all the statutory and regulatory requirements governing fire districts; and

WHEREAS, the Consultant is willing and able to provide immediate assistance to the Board for the purpose ensuring that the Board is prepared to adopt its fiscal year 2027 budget prior to the conclusion of fiscal year 2026; and

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Board and the Consultant agree as follows:

AGREEMENT

1. The foregoing Recitals are incorporated by reference as if fully set forth herein.
2. **ENGAGEMENT.** The Board hereby engages the Consultant to provide the services set forth herein, and the Consultant hereby accepts such engagement and agrees to perform such services in accordance with the terms and conditions set forth herein.

3. **SCOPE OF SERVICES.** The Consultant shall provide all of the following services to the Board:
- a. Review all available Fire District records and documents necessary to advise the Board regarding amounts that would be prudent and appropriate to budget for fiscal year 2027;
  - b. Based upon the Board's governing and policy priorities, develop and present for the Board's consideration a balanced budget for Mount Holly Fire District No. 1 for fiscal year 2027 that complies with all applicable requirements of the New Jersey Department of Community Affairs;
  - c. Make recommendations to the Board regarding the amount of revenue that should be raised through taxation and other available sources to support a balanced budget for fiscal year 2027;
  - d. Recommend a schedule for the process leading up to the Board's adoption of a budget for fiscal year 2027 that takes into account all Board meetings, public notices, advertisements and public hearings required by applicable statute and regulation, as well as guidance issued by the Department of Community Affairs and the Local Finance Board;
  - e. Attend all Board meetings at which matters relating to the fiscal year 2027 budget are scheduled for discussion and/or action for the purpose of advising the Board, responding to questions from individual Fire Commissioners, and revising budget documents as necessary to incorporate the Board's feedback, direction, and decisions;
  - f. Ensure that all public notices, advertisements, and other required publications associated with the preparation and adoption of the fiscal year 2027 budget are in the proper form, contain all necessary and appropriate content, and comply with all applicable legal requirements;
  - g. Upon final approval and adoption by the Board, promptly upload the fiscal year 2027 budget into the Financial Automation Submission Tracking ("FAST") system as required by the Department of Community Affairs; and
  - h. Provide such other services as may be reasonably necessary or incidental to the preparation, review, and adoption of the fiscal year 2027 budget for Mount Holly Fire District No. 1.

4. **TERM.** This Contract shall be effective on the date set forth in Paragraph 10 below and shall remain in effect through the close of business on December 31, 2026, or the date on which the Consultant uploads the fiscal year 2027 budget into the FAST system, whichever occurs first, unless it is terminated earlier in accordance with the terms set forth in Paragraph 9 below.
5. **REMUNERATION.** The Board agrees to compensate the Consultant at the rate of one hundred dollars (\$100.00) per hour for services rendered, and the Consultant agrees to accept such compensation as full consideration for those services. Notwithstanding the foregoing, the total compensation payable to the Consultant under this Contract shall not exceed seventeen thousand dollars (\$17,000). The Consultant shall provide the Board with monthly invoices that contain a reasonably detailed description of the services provided each day and the actual number of hours, or fraction thereof, spent providing such services, rounded to the nearest quarter hour. Should there be no dispute regarding the content of the invoices or the services provided, the Board shall pay each invoice within forty-five (45) days of receipt or at its next regularly scheduled Board meeting, whichever is later. If at any time the Consultant determines that it cannot perform all the services specified in Paragraph 3 in one hundred seventy (170) hours or fewer, the Consultant shall immediately notify the Chairman of the Board.
6. **INDEPENDENT CONTRACTOR STATUS.** The Consultant shall perform all services described in Paragraph 3 as an independent contractor. The Consultant is not, and at no time shall be deemed or treated as, an employee of the Board for any purpose. The Consultant shall retain sole discretion and have complete autonomy with respect to the methods, manner, means and sequence by which the contracted services are performed. Except for requiring the Consultant's attendance at Board meetings at which matters relating to the fiscal year 2027 budget are scheduled for discussion and/or action, and requiring compliance with applicable statutory and regulatory deadlines, the Board shall not control or direct the Consultant's daily schedule, workflow, work location, or professional methods. The Consultant shall exercise its own professional judgment in providing the contracted services and shall not be subject to the supervision or day-to-day oversight of the Board. The Board has retained the Consultant because of the Consultant's extensive experience providing substantially similar services to other governmental entities and because the Consultant possesses specialized knowledge, expertise, and professional skills that are outside of the Board's core governmental function of providing fire suppression, fire prevention, and emergency services to the residents of Mount Holly, New Jersey.
7. **INTELLECTUAL PROPERTY AND WORK PRODUCT.** With respect to any and all pre-existing materials and work product utilized and/or produced in connection with this Contract, the Board and the Consultant expressly agree as follows:

- a. "Work product" shall mean any and all reports, budgets, analyses, schedules, spreadsheets, memoranda, recommendations, correspondence, presentations, draft documents, final documents, and other materials prepared, developed, or created by the Consultant specifically for the Board pursuant to this Contract.
  - b. The Consultant acknowledges and agrees that all "work product" shall be deemed works made for hire to the fullest extent permitted by law and shall be the sole and exclusive property of the Board.
  - c. To the extent that any "work product" does not qualify as work made for hire, the Consultant hereby irrevocably assigns, transfers, and conveys to the Board all right, title, and interest in and to such "work product," including all intellectual property rights therein, without additional consideration.
  - d. Notwithstanding the foregoing, the Consultant shall retain ownership of all "pre-existing materials." "Pre-existing materials" shall mean proprietary materials, templates, methodologies, software, forms, tools, techniques, and know-how developed or acquired independent of this Contract.
  - e. To the extent that any "pre-existing materials" are incorporated into the "work product," the Consultant hereby grants the Board a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce, modify, and distribute such "pre-existing materials" solely as part of, or in connection with the "work product."
  - f. Upon the expiration of the term or the termination of this Contract, the Consultant shall promptly deliver to the Board all "work product," whether completed or in progress, in the Consultant's possession, custody, or control. The Board shall have the unrestricted right to use, modify, distribute, and rely upon the "work product" for any governmental purpose.
8. **NOTICES.** Whenever notice by one Party to another Party is required or permitted under this Contract, such notice shall be in writing and shall be made by any one or more of the following methods: hand delivery, first class mail, overnight courier, or electronic mail (i.e., email). Notice shall be effective upon the actual receipt by the receiving Party; however, notice sent by first class mail shall be deemed received three (3) calendar days after being deposited with the U.S. Postal Service, postage prepaid. Notice sent by electronic mail (i.e., email), shall be deemed received on the date transmitted, provided that the sending Party does not receive a notice indicating that the transmission was unsuccessful or that the message was undeliverable.

- a. Notice to the Consultant shall be sent to:

Maureen Mitchell LLC  
19 Marter Avenue  
Mount Laurel, NJ 08054

Email address: Moe4421@gmail.com

- b. Notice to the Board shall be sent to:

Board of Fire Commissioners  
Mount Holly Fire District No. 1  
ATTN: Jules Thiessen, Chairman  
17 Pine Street  
Mount Holly, NJ 08060

Email address: jthiessen@mounthollyfire.org

9. **TERMINATION.** This Contract may be terminated prior to the end of the term specified in Paragraph 4 under any of the following circumstances:

- a. Either Party provides written notice to the other Party or a breach of any term of condition of this Contract, and the breaching Party fails to cure such breach within five (5) calendar days after receipt of such notice;
- b. The Consultant fails to meet a statutory, regulatory or other legally mandated deadline applicable to the development, preparation, review or adoption of the fiscal year 2027 budget for the Mount Holly Fire District No. 1, which failure shall constitute a material breach of this Contract not subject to any cure period; or
- c. The Board provides the Consultant with five (5) calendar days written notice of its intent to terminate the Contract.

Should this Contract be terminated pursuant to this Paragraph 9, the Board shall be obligated to compensate the Consultant only for services satisfactorily performed through the effective date of termination. Upon such termination, the Consultant shall promptly deliver all "work product" to the Board, as defined and required by Paragraph 7.

10. **EFFECTIVE DATE.** The Board and the Consultant each expressly acknowledge and agree that this Contract is subject to approval by the Board as evidenced by an affirmative vote of a majority of those Commissioners present and voting at a duly advertised public meeting of the Board of Fire Commissioners. This Contract shall

be effective on the day that it is both approved by the Board AND fully executed by both the Board and the Consultant.

11. **ENTIRE AGREEMENT.** This Contract represents the entire agreement between the Parties hereto, and supersedes any and all prior agreements, representations, and/or understandings, oral or written, express or implied, with respect to the subject matter hereof.

12. **MODIFICATION AND WAIVER.** No modification or waiver of any of the terms of this Contract shall be valid unless in writing and executed with the same formality as this Contract.

13. **RULES OF CONSTRUCTION AND VENUE.** This Contract shall be interpreted in accordance with the laws of the State of New Jersey and, to the extent applicable, federal law. The Parties agree that any disputes regarding this Contract shall be brought in Superior Court, in the State of New Jersey in the County of Burlington.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have set their hands and seals on the dates indicated:

MAUREEN MITCHELL LLC  
d/b/a M & M CONTINUING EDUCATION

BOARD OF FIRE COMMISSIONS OF  
FIRE DISTRICT NO. 1, TOWNSHIP OF  
MOUNT HOLLY, COUNTY OF  
BURLINGTON

By: \_\_\_\_\_  
Maureen P. Mitchell  
Principal

By: \_\_\_\_\_  
Jules Thiessen  
Chairman

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BOARD OF FIRE COMMISSIONERS  
MOUNT HOLLY FIRE DISTRICT NO. 1

Resolution No. 2026-35

RESOLUTION AUTHORIZING THE QUALIFIED PURCHASING AGENT  
TO AWARD WINDOW CONTRACTS EXCEEDING \$17,500  
BUT BELOW THE BID THRESHOLD UNDER  
THE NEW JERSEY ELECTION TRANSPARENCY ACT

WHEREAS, the State of New Jersey has allowed "Window Contracts" between Pay-to-Play and Qualified Purchasing Agent Bid Thresholds, Sections 11 and 12 of the Act amend N.J.S.A. 19:44A-20.4 and 20.5, respectively, to clarify that the governing body of a municipality or county may delegate the authority to award a contract having an anticipated value over \$17,500 but below the increased bid threshold established in accordance with N.J.S.A. 40A:11-3(c) ("window contract") by the Qualified Purchasing Agent, pursuant to N.J.S.A. 40A:11-3; and

WHEREAS, N.J.S.A. 40A:11-6.1 permits the establishment of a quotation threshold limitation at 15% of the bid threshold; and

WHEREAS, the delegation of authority should be incorporated into the resolution adopted pursuant to N.J.S.A. 40A:11-3 increasing the bid threshold; and

WHEREAS, Michael Dehoff possesses the designation of Qualified Purchasing Agent, as issued by the Director of the Division of Local Government Services, and has been previously designated by the Board of Fire Commissioners, through a shared services agreement with the Mount Holly Municipal Utilities Authority, to serve in that capacity; and

WHEREAS, it is the desire of the Board of Fire Commissioners to allow the procurement without resolution for "window contract" procurement for contracts exceeding \$17,500 but below the bid threshold as established pursuant to N.J.S.A. 40A:11-3; and

WHEREAS, the Qualified Purchasing Agent, Michael Dehoff, is charged with adhering to the pay-to-play laws requiring disclosures and time frames of advertisement in accordance with N.J.S.A. 19:44A-20.5.

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

1. The Qualified Purchasing Agent, Michael Dehoff is authorized as per the "Election Transparency Act" to allow the procurement without resolution for "window contract" procurement, in compliance with the Pay-to-Play laws for contracts with an aggregate value exceeding \$17,500 but below the bid threshold as established pursuant to N.J.S.A. 40A:11-3;
2. The Qualified Purchasing Agent shall ensure that all contracts awarded under the authority granted by this Resolution comply with all statutory requirements pursuant to the Pay-to-Play law and Local Public Contracts Law; and
3. The Qualified Purchasing Agent shall maintain detailed records of all contracts awarded under this authority and provide periodic reports to the Board as requested.

ADOPTED at a meeting of the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington on September 28, 2026.

#### RECORDED VOTE

| Member          | Motion | Second | Aye | Nay | Abstain | Absent | Recused |
|-----------------|--------|--------|-----|-----|---------|--------|---------|
| Jules Thiessen  |        |        |     |     |         |        |         |
| Nicole Saucier  |        |        |     |     |         |        |         |
| June Gaskill    |        |        |     |     |         |        |         |
| Jeena Sheppard  |        |        |     |     |         |        |         |
| Rosemarie Logue |        |        |     |     |         |        |         |

#### CERTIFICATION

I, \_\_\_\_\_, Clerk of the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true conformed and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the **28th Day of September 2026.**

I do further certify that the said Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, is composed of five (5) members and that \_\_\_\_ members were present and \_\_\_\_ members voted affirmatively for the adoption of the Resolution and \_\_\_\_ member(s) voted against the adoption of the Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington, State of New Jersey, on this **28th Day of September 2026.**

\_\_\_\_\_, CLERK

Board of Fire Commissioners  
Fire District No. 1  
Township of Mount Holly

DRAFT

BOARD OF FIRE COMMISSIONERS  
MOUNT HOLLY FIRE DISTRICT NO. 1

Resolution No. 2026-36

RESOLUTION ESTABLISHING THE POSITION OF ADMINISTRATOR  
WITHIN THE FIRE DISTRICT AND ELIMINATING THE POSITION OF FINANCE CLERK

WHEREAS, the Board of Fire Commissioners is a body corporate established pursuant to N.J.S.A. 40A:14-70, with all the powers, duties, and functions that are usual and necessary for carrying out its governmental functions;

WHEREAS, N.J.S.A. 40A:14-81.1 expressly authorizes the Board to establish paid positions within the Fire District by Resolution and to prescribe the powers, functions, and duties of such paid positions; and

WHEREAS, in consideration of the resignation and personnel transitions within the Fire District, the Board has reviewed its current organizational structure and determined that a redistribution of certain duties and responsibilities is in the best interests of the Board and the Fire District; and

WHEREAS, the position of Finance Clerk, together with its attendant duties and responsibilities, no longer meets the needs of the Fire District; and

WHEREAS, the broader and more comprehensive position of Administrator will better promote the efficient and effective administration of the Fire District in furtherance of its mission to provide fire prevention, fire suppression, and related emergency services to residents of Mount Holly Township; and

WHEREAS, several critical Fire District administrative functions require immediate attention while the Board continues to examine and evaluate the strengths, needs and overall structure of the Fire District's current organization; and

WHEREAS, the Board has determined that the prompt establishment and filling of the position of Administrator is necessary to ensure the Fire District's compliance with the various statutes and regulations that govern Fire District operations; and

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

1. The position of Finance Clerk is hereby abolished as of the effective date of this Resolution; and

2. The position of Administrator, with all the powers, duties and functions set forth in the Job Description attached hereto, is hereby established as of the effective date of this Resolution; and

BE IT FURTHER RESOLVED, that the Board hereby approves the Job Description for the newly established Administrator position, attached hereto and incorporated by reference as though fully set forth herein; and

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon satisfaction of all conditions set forth in N.J.S.A. 40:A-81.1, including, but not limited to, publication of this Resolution in a newspaper with substantial circulation and final adoption of this Resolution by the Board at a subsequent meeting following such publication, at which members of the public have an opportunity to be heard and ask questions concerning this Resolution.

ADOPTED at a meeting of the Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington on September 28, 2026.

#### RECORDED VOTE

| Member          | Motion | Second | Aye | Nay | Abstain | Absent | Recused |
|-----------------|--------|--------|-----|-----|---------|--------|---------|
| Jules Thiessen  |        |        |     |     |         |        |         |
| Nicole Saucier  |        |        |     |     |         |        |         |
| June Gaskill    |        |        |     |     |         |        |         |
| Jeena Sheppard  |        |        |     |     |         |        |         |
| Rosemarie Logue |        |        |     |     |         |        |         |

#### CERTIFICATION

I, \_\_\_\_\_, Clerk of the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true conformed and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the **28th Day of September 2026.**

I do further certify that the said Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington, State of New Jersey, is composed of five (5) members and that \_\_\_\_members were present and \_\_\_\_members voted affirmatively for the adoption of the Resolution and \_\_\_\_ member(s) voted against the adoption of the Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington, State of New Jersey, on this **28th Day of September 2026.**

---

, CLERK

Board of Fire Commissioners  
Fire District No. 1  
Township of Mount Holly

DRAFT

BOARD OF FIRE COMMISSIONERS  
MOUNT HOLLY FIRE DISTRICT NO. 1

**JOB DESCRIPTION**

|                             |                                                       |
|-----------------------------|-------------------------------------------------------|
| Title:                      | Administrator                                         |
| Reports to:                 | Director of Fire Services                             |
| Work Location:              | Hybrid (combination of on-site and remote)            |
| Work Hours:                 | Part-time, Flexible, Not to Exceed Ten Hours per Week |
| Salary:                     | Hourly, Commensurate with Experience & Education      |
| Classification:             | Non-Exempt                                            |
| Supervisory Responsibility: | Supervises & Evaluates the Clerk                      |

**Position Overview**

The Administrator is a senior level employee who reports to and works closely with the Director of Fire Services but is also expected to support the Chairperson of the Board of Fire Commissioners in the performance of his/her duties. The Administrator attends all public meetings of the Board of Fire Commissioners and is a resource for Fire Commissioners during meetings. Beyond supporting the Board, the Administrator is responsible for overseeing and executing the day-to-day administrative functions of the Fire District that support the fire suppression operations led by the Fire Chief. At all times, the Administrator proactively advises the Board of Fire Commissioners, the Director of Fire Services, and the Fire District Chief concerning the administrative and strategic affairs of the Fire District.

**Education & Experience Requirements**

- Bachelor's Degree required, plus a minimum of five (5) years of substantially similar experience in a governmental or closely related organizational setting.
- Master's Degree in Public Administration or Business Administration preferred.
- The Board, in its sole discretion, may elect to substitute the educational requirements for a minimum of ten (10) years of substantially similar experience in a governmental or closely related organizational setting, provided that such experience has equipped the candidate with the requisite knowledge, skills, and abilities necessary to successfully perform the essential functions of the position.

**Licenses, Certifications & Other Job Requirements**

- Must be bondable in the amount of one hundred thousand dollars (\$100,000) and must maintain such bond as a condition of continued employment.
- Must be able to effectively communicate in English both orally and in writing.

## **Essential Job Functions**

### **Duties & Responsibilities in Support of the Board of Fire Commissioners**

- Provide administrative and logistical support to the Board of Fire Commissioners in the performance of its duties.
- In collaboration with the Chairperson of the Board, the Director of Fire Services, and legal counsel for the Board, develop and maintain an annual calendar of anticipated Board actions, resolutions, deadlines, public hearings and votes.
- In collaboration with the Chairperson of the Board, the Director of Fire Services, and legal counsel for the Board, develop and maintain an annual calendar outlining the deadlines/timelines pertaining to the Board's internal budget development process and all external deadlines/timelines related to the adoption of the annual budget.
- Develop and maintain a schedule/system for the periodic review and update of all existing Board policies and all Board approved regulations/procedures.
- Attend all public meetings of the Board of Fire Commissioners.
- Support and advise the Chairperson of the Board in the development of Board meeting agendas.
- Collaborate with the Board's legal counsel in the preparation of Board resolutions.
- Ensure the timely preparation and distribution of all Board meeting materials to Fire Commissioners in advance of public Board meetings.
- Prepare and maintain the official minutes of all Board meetings.
- Prepare all meeting and other legal notices, and ensure that all such notices are properly posted and advertised in compliance with the Open Public Meetings Act and other applicable law.
- Maintain, safeguard, and ensure proper retention of all records of the Board of Fire Commissioners in accordance with applicable federal, state, and local recordkeeping requirements.

### **Duties & Responsibilities Related to Fire District Finances & Grants**

- Collaborate with the Board of Fire Commissioners, the Director of Fire Services, and the District Fire Chief on the development of the annual budget, including preparing and submitting the required budget documents to the New Jersey Department of Community Affairs.
- Prepare monthly financial reports including but not limited to the following: bank balance reconciliations, and budget versus actual spending reports and summaries.
- Manage accounts payable, including but not limited to the following: preparing the monthly bill list for Board approval, processing bills, entering bills into the Fire District's bookkeeping software, preparing/issuing vouchers to vendors, and issuing and counter-signing checks for the payment of bills.

- Process payroll for all Fire District staff and duty crew members and ensure proper/timely entry of payroll data into the Fire District's bookkeeping software.
- Identify, prepare and submit applications for public and private grants.
- Administer awarded grants in compliance with all applicable terms, conditions, and reporting requirements.
- Supervise and evaluates the Clerk in the performance of his/her duties and responsibilities.

*Other Administrative Duties & Responsibilities*

- Establish and maintain a filing system for all Fire District records, in accordance with applicable federal, state, and local recordkeeping requirements.
- Create and process purchase orders for all Fire District equipment and supplies.
- Annually review and evaluate the Fire District's insurance coverages and risk-management needs; make recommendations to the Board regarding coverage levels, policy changes, and cost-saving opportunities; and serve as the primary liaison between the Fire District and its insurance broker.
- Conduct the annual workers' compensation audit.
- Work with the Chief Apparatus Officer to ensure all Fire District vehicles are registered and adequately insured.
- Maintain and ensure timely renewal of the Fire District's Unique Entity Identifier (UEI) number.
- Coordinate and oversee all matters relating to elections for the Board of Fire Commissioners including but not limited to: communicating with the County Clerk regarding vacancies and expiring terms; ensuring timely and proper submission of ballot questions; coordinating administrative activities associated with special elections; and monitoring compliance with all applicable election laws and deadlines.
- In collaboration with the Director of Information Technology, maintain and regularly update the Fire District's website.
- Ensure all public information, notices, meeting materials, and other mandatory records are posted on the Fire District's website in a timely manner and in compliance with applicable law and regulation.
- Undertake special projects as assigned by the Board of Fire Commissioners or Director of Fire Services in support of the Fire District's operations, administration and strategic objectives.
- Perform other such duties and responsibilities as may be assigned by the Board of Fire Commissioner or Director of Fire Services that are consistent with the nature and scope of the Administrator position.

### **Other Necessary Skills**

- Ability to perform all essential functions of the position with or without reasonable accommodation(s).
- Strong demonstrated knowledge of municipal government administrative and operation, and general familiarity with municipal law. Familiarity and/or experience with fire district law preferred.
- Demonstrated sound professional judgment, integrity, and adherence to high ethical standards.
- Able to work independently with little supervision, and to exercise initiative in carrying out assigned responsibilities.
- Superior oral and written communication skills.
- Able and willing to collaborate with others, including but not limited to elected officials, Fire District employees, volunteers, and members, professional advisors, and other stakeholders.
- Strong problem-solving skills and the ability to think creatively and effectively in high-pressure situations.
- Able to manage multiple priorities simultaneously, consistently meet non-negotiable deadlines, and effectively prioritize competing demands.
- Excellent attention to detail and commitment to following established policies, procedures, and processes.
- Comprehensive experience with Quickbooks or comparable bookkeeping software.
- Strong organizational, recordkeeping, and time-management skills.
- Proficiency in Microsoft Office applications, including Word, Excel, Outlook and PowerPoint.
- Able to maintain confidentiality and appropriately handle sensitive personnel, legal and financial information.

### **Physical Requirements**

- Ability to remain seated and work at a computer workstation for extended periods of time.
- Sufficient manual dexterity and fine motor skills to operate a computer keyboard, mouse, telephone, copy machines, and other office equipment and electronic devices.
- Ability to lift, carry, and transport files, records, office supplies, and other materials weighting up to twenty (20) pounds.
- Ability to stand, walk, bend, reach, stoop and twist as necessary to perform the essential functions of the position in an office environment.
- Ability to communicate effectively in person, by telephone, and through electronic means.
- Ability to travel within the Fire District and to other locations as necessary to attend meetings, training sessions, conferences, or other work-related events.

**ACKNOWLEDGEMENT OF EMPLOYEE**

I acknowledge that I have received, read, and understand this Job Description for the position of Administrator with Mount Holly Fire District No. 1. I further acknowledge that I satisfy the education, experience, licensure, and other qualifications required for the position and that I am able to perform the essential functions of the position, with or without reasonable accommodation. I understand that this Job Description is intended to describe the general nature and level of work required of this position and that it is not intended to be an exhaustive list of all duties, responsibilities, or qualifications associated with the position. Finally, I acknowledge and agree that this Job Description is not, and should not be construed as, a contract for employment between me and Mount Holly Fire District No.1, and that I am at-will employee of Mount Holly Fire District No. 1.

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DRAFT

*Approved by the Board: October \_\_\_\_, 2026*

BOARD OF FIRE COMMISSIONERS  
MOUNT HOLLY FIRE DISTRICT NO. 1

Resolution No. 2026-37

RESOLUTION APPOINTING COLLEEN HARGROVE AS ADMINISTRATOR

WHEREAS, the Board of Fire Commissioners is a body corporate established pursuant to N.J.S.A. 40A:14-70, with all the powers, duties, and functions that are usual and necessary for carrying out its governmental functions;

WHEREAS, N.J.S.A. 40A:14-81.1 expressly authorizes the Board to appoint individuals to paid positions within the Fire District, as well as to determine the compensation and terms and conditions of employment for such individuals by Resolution; and

WHEREAS, the Board is contemporaneously in the process of creating the position of Administrator by separate Resolution to meet some critical and immediate needs of the Fire District; and

WHEREAS, after having reviewed the experience and credentials of Colleen Hargrove, the Board believes that Hargrove is well suited to immediately fill the position of Administrator on a temporary basis while the Board continues to evaluate the strengths, needs, and overall structure of the Fire District's current organization; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, that Colleen Hargrove is hereby appointed to the position of Administrator of the Fire District as of the effective date of this Resolution, contingent upon all of the following conditions being met:

1. The Board's final approval of Resolution No. 2026-\_\_\_\_ establishing the position of Administrator; and
2. Hargrove securing a bond in the amount of \$100,000, at the Board's expense, and timely providing proof of the same, such that she is able to execute those job duties and responsibilities involving the receipt, custody of expenditure of public funds in accordance with N.J.S.A. 40A:5-34; and
3. Hargrove executing an employment contract with the Board setting her compensation at a rate no greater than sixty dollars (\$60.00) per hour, limiting her hours to no more than ten (10) hours per week unless she receives written authorization in advance from the Chairman of the Board, and terminating her temporary appointment no later than December 31, 2026; and

BE IT FURTHER RESOLVED, that upon the effective date of this Resolution, the Chairman is authorized to execute the Employment Contract for Hargrove's temporary employment as Administrator that is attached hereto and incorporated by reference as though fully set forth herein; and

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon satisfaction of all conditions set forth in N.J.S.A. 40:A-81.1, including, but not limited to, publication of this Resolution in a newspaper with substantial circulation and final adoption of this Resolution by the Board at a subsequent meeting following such publication, at which members of the public have an opportunity to be heard and ask questions concerning this Resolution.

ADOPTED at a meeting of the Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington on September 28, 2026.

#### RECORDED VOTE

| Member          | Motion | Second | Aye | Nay | Abstain | Absent | Recused |
|-----------------|--------|--------|-----|-----|---------|--------|---------|
| Jules Thiessen  |        |        |     |     |         |        |         |
| Nicole Saucier  |        |        |     |     |         |        |         |
| June Gaskill    |        |        |     |     |         |        |         |
| Jeena Sheppard  |        |        |     |     |         |        |         |
| Rosemarie Logue |        |        |     |     |         |        |         |

#### CERTIFICATION

I, \_\_\_\_\_, Clerk of the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, State of New Jersey, do hereby certify that the foregoing is a true conformed and compared copy of an original Resolution now on file and of record in the District office which was duly adopted at a public meeting held on the **28th Day of September 2026**.

I do further certify that the said Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington, State of New Jersey, is composed of five (5) members and that \_\_\_\_members were present and \_\_\_\_members voted affirmatively for the adoption of the Resolution and \_\_\_\_ member(s) voted against the adoption of the Resolution.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board of Fire Commissioners of Fire District No.1, Township of Mount Holly, County of Burlington, State of New Jersey, on this **28th Day of September 2026.**

\_\_\_\_\_, CLERK

Board of Fire Commissioners  
Fire District No. 1  
Township of Mount Holly

DRAFT

EMPLOYMENT CONTRACT  
BETWEEN  
THE BOARD OF FIRE COMMISSIONERS  
OF MOUNT HOLLY FIRE DISTRICT NO. 1 AND  
COLLEEN HARGROVE

This Employment Contract (hereinafter "Contract") is entered into by and between the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington (hereinafter the "Board" or "Employer") whose principal offices are located at 17 Pine Street, Mount Holly, NJ 08060 AND Colleen Hargrove (hereinafter "Hargrove" or "Employee") who resides within the State of New Jersey. The Board and Hargrove shall hereinafter be collectively referred to as the "Parties."

RECITALS

WHEREAS, the Board of Fire Commissioners of Fire District No. 1, Township of Mount Holly, County of Burlington, is a body corporate established pursuant to N.J.S.A. 40A:14-70 with the power and authority to establish paid positions within the Fire District and to hire appoint individuals to fill said positions pursuant to N.J.S.A. 40A:14-81.1; and

WHEREAS, the Board has elected to create the position of "Administrator" for the purposes of performing various administrative functions necessary to ensure the efficient operation of the Fire District and to assist the Board in complying with applicable statutes and regulations governing fire district operations; and

WHEREAS, Colleen Hargrove is an experienced public administrator with extensive experience working with emergency services agencies, including a similarly situated local fire district, and performing duties substantially similar to those being contemplated for the Administrator position that the Board is creating; and

WHEREAS, the Board desires to employ Hargrove as its first Administrator and Hargrove desires to be employed as the Board's first Administrator; and so

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Board and Hargrove hereby agree as follows:

CONTRACT

1. The foregoing Recital are incorporated by reference as though fully set forth herein.
2. **OFFER AND ACCEPTANCE.** The Board hereby offers Hargrove employment in the position of Administrator for Mount Holly Fire District No. 1 and Hargrove hereby accepts said employment, subject to the terms and conditions contained in this

Contract. Notwithstanding the foregoing, this Contract and Hargrove's employment hereunder are expressly contingent upon the Board approving the creation of the Administrator position by a majority vote of those Commissioners present and voting at a properly noticed public meeting.

3. **TERM.** This Contract shall be effective on the date set forth by Paragraph 14 and shall remain in effect through the close of business on December 31, 2026, unless it is terminated earlier in accordance with the terms set forth in Paragraph 13 below. This Contract shall not automatically renew but may be extended and/or renegotiated by mutual agreement of the Parties that is set forth in writing, provided that any such agreement approved by a majority vote of those Commissioners present and voting at a properly noticed public meeting.
4. **DUTIES.** Hargrove shall perform all the duties and responsibilities of the Administrator position contained in the draft job description attached hereto as "Exhibit A," except that Hargrove shall not be required to perform any duties or responsibilities related to the preparation, approval or submission of the Fire District's fiscal year 2027 budget. Hargrove expressly acknowledges and agrees that "Exhibit A" remains separately subject to Board approval and may be amended, revised or modified by the Board from time to time, with or without notice, as deemed necessary to meet the operational needs of the Fire District. Any modification to "Exhibit A" made by the Board pursuant to this provision shall not require Hargrove's consent and shall not constitute a breach of this Contract. In addition to those duties and responsibilities specified in "Exhibit A," Hargrove shall attend every public meeting of the Board of Fire Commissioners for the purposes of advising the Board, answering Board questions during the course of the public meeting, and preparing the official minutes of the meeting.
5. **BOND.** Because the duties and responsibilities set forth in Paragraph 4 require Hargrove to receive, maintain custody of, and authorize the expenditure of public funds (subject to Board approval where required), Hargrove shall, at the Board's expense, obtain and maintain any bond required by N.J.S.A. 40A:5-34 or otherwise deemed necessary by the Board. As a condition of employment, Hargrove warrants and represents that she is eligible to be bonded. Hargrove shall take all actions reasonably necessary, with all due diligence and without unnecessary delay, to secure such bond and shall not perform any duties involving the receipt, custody or expenditure of public funds until the required bond is in effect and satisfactory proof thereof has been provided to the Board. Any failure or refusal to secure said bond or to provide satisfactory proof of such bond to the Board within a reasonable amount of time after the effective date of this Contract shall render this Contract null and void *ab initio*, whereupon neither Party shall have any further duties or obligations towards the other.

6. **REPORTING.** Unless or until the Board appoints a person to the position of Director of Fire Services, Hargrove shall report directly to the Board through the Chairperson of the Board. The Board acknowledges and agrees that, by virtue of approving this Contract, it expressly delegates to the Chairperson of the Board the authority to supervise and provide direction to Hargrove on behalf of the entire Board, and it further requires that all other Commissioners may only assign work to Hargrove and/or request information from Hargrove through the Chairperson. If a Director of Fire Services is appointed at any time during the term of this Contract, then Hargrove shall report directly to the Director of Fire Services. However, at all times, Hargrove shall be considered a senior level employee of the Fire District and is expected to exercise a high degree of independent judgment, initiative, and professional discretion in the performance of her duties. As Administrator, Hargrove shall at all times proactively advise the Board and provide recommendations concerning the operational, administrative and strategic affairs of the Fire District.
7. **WORK HOURS.** The Parties acknowledge and agree that the Administrator position is a part-time position and that under no circumstance shall Hargrove work more than ten (10) hours in any one workweek, unless Hargrove receives prior written authorization from the Chairperson of the Board that she may exceed ten (10) hours of work in a specifically identified workweek. For purposes of this Contract, a "workweek" shall mean the seven consecutive day period beginning at 12:00 AM on Sunday and ending at 11:59 PM the following Saturday. Hargrove shall otherwise have the discretion to determine the number of hours she must work in any given workweek in order to perform all the duties and responsibilities of the Administrator position to the satisfaction of the Board.
8. **COMPENSATION.** The Board shall compensate Hargrove for work performed pursuant to this Contract at the rate of sixty dollars (\$60.00) per hour, less all required payroll deductions and withholdings. Compensation shall be paid in bi-weekly installments in accordance with the Fire District's regular payroll schedule. Hargrove shall contemporaneously record all time worked on a timesheet provided by the Board. Each timesheet shall include a general description of the work performed each day of the pay period and the actual time spent performing said work, rounded to the nearest quarter hour. As a condition of payment, Hargrove shall sign and submit completed timesheets for each pay period to the Chairperson of the Board for review and approval no later than three (3) calendar days before payroll must be submitted for processing. The Board acknowledges and agrees that, by virtue of approving this Contract, it expressly delegates to the Chairperson of the Board the authority to approve, deny, or request additional information regarding any timesheet submitted by Hargrove.

9. **BENEFITS.** The Parties both acknowledge and agree that this is a part-time position for which no benefits are offered, including but not limited to vacation days, personal days, holiday pay, any type of insurance, and all similar benefits. However, Hargrove shall accumulate and be eligible to utilize paid sick leave consistent with N.J.S.A. 34:11D-1 *et seq.*
10. **EXPENSES.** The Board shall reimburse Hargrove for all reasonable and necessary expenses incurred on behalf of the Board in the course of performing her duties and responsibilities pursuant to this Contract, in accordance with any and all policies governing expense reimbursements.
11. **OFFICE HOURS AND REMOTE WORK.** Hargrove shall work from an office located within the Fire District building a minimum of two (2) hours per week, not including time spent attending public meetings of the Board of Fire Commissioners. The purpose of this requirement is to ensure that Hargrove is available to meet on premises with Commissioners, Fire District employees, members, and volunteers, Fire District vendors and professionals, and other stakeholders as necessary. This requirement is a minimum expectation and does not preclude Hargrove from working from the Fire District building for additional hours in order to satisfactorily perform the duties and responsibilities of the Administrator position. Except as otherwise provided herein, Hargrove may elect to perform her duties remotely and from a location of her choosing, provided that all Fire District documents, information, records and files are maintained in a secure manner and protected from unauthorized access, disclosure, or use at all times.
12. **EVALUATION.** The Board shall periodically evaluate Hargrove's performance as Administrator, with Hargrove's first evaluation being conducted approximately sixty (60) days after Hargrove's effective date of this Contract.
13. **TERMINATION.** This Contract may be terminated prior to the end of the term specified in Paragraph 3 under any of the following circumstances:
- a. The Board provides Hargrove with twenty-one (21) calendar days written notice of their intent to terminate the Contract (i.e., termination without cause), in which case Hargrove's last day of employment shall be the last day of the notice period; or
  - b. The Board determines that good cause exists to terminate Hargrove's employment, in which case Hargrove's last day of employment shall be a date designated by the Board and may, in the Board's sole discretion, be immediate. For purposes of this Paragraph 12(b), "good cause" shall include but not be limited to the following: (i) failure or refusal to perform any duty or responsibility required under this Contract; (ii) breach of this Contract; (iii) conduct

unbecoming a public employee or public official under applicable law; (iv) incompetence in the performance of any duty or responsibility under this Contract; (v) engaging in theft, fraud, physical violence, discrimination, harassment or other misconduct; (vi) falsifying time sheets, expense reports, or any other public record or document; (vii) dishonesty or misrepresentation; (viii) arrest, charge or conviction of any criminal offense; (ix) the violation of any Board or Fire District policy, rule, regulation, directive or lawful order; (x) insubordination; and (xi) any other conduct that materially impairs Hargrove's ability to perform her duties or undermines the efficient operation of the Fire District; or

- c. The Board elects to eliminate the position of Administrator, in which case Hargrove's last day of employment shall be the effective date the Board for the elimination of the position; and
- d. Hargrove provides the Board with fourteen (14) calendar days written notice of her intent to terminate the Contract for any reason or for no reason at all.

**14. EFFECTIVE DATE.** The Board and Hargrove each expressly acknowledge and agree that this Contract is subject to approval by the Board as evidenced by an affirmative vote of a majority of those Commissioners present and voting at a duly advertised public meeting of the Board of Fire Commissioners, and that any such approval must be consistent with the requirements of N.J.S.A. 40A:14-81.1. This Contract shall be effective on the day that it is both approved by the Board AND fully executed by both the Board and Hargrove.

**15. ENTIRE AGREEMENT.** This Contract represents the entire agreement between the Parties hereto, and supersedes any and all prior agreements, representations, and/or understandings, oral or written, express or implied, with respect to the subject matter hereof.

**16. MODIFICATION AND WAIVER.** No modification or waiver of any of the terms of this Contract shall be valid unless in writing and executed with the same formality as this Contract.

**17. RULES OF CONSTRUCTION AND VENUE.** This Contract shall be interpreted in accordance with the laws of the State of New Jersey and, to the extent applicable, federal law. The Parties agree that any disputes regarding this Contract shall be brought in Superior Court, in the State of New Jersey in the County of Burlington.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have set their hands and seals on the dates indicated:

COLLEEN HARGROVE

BOARD OF FIRE COMMISSIONS OF  
FIRE DISTRICT NO. 1, TOWNSHIP OF  
MOUNT HOLLY, COUNTY OF  
BURLINGTON

By: \_\_\_\_\_  
Colleen Hargrove

By: \_\_\_\_\_  
Jules Thiessen  
Chairman

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT