

May 20, 2024

via email: gmorris@parkermccay.com

George Morris, Esq.
Parker McCay
9000 Midlantic Drive
Mount Laurel, NJ 08054

Re: East Franklin Fire Department (EFFD), Station 27 and Fire District #3

Dear George:

I am in receipt of your letter dated May 15, 2024. Suffice it to say, our clients are at an impasse as the EFFD will not agree to sign the proposed 2024 contract despite your letter indicating the Fire District's threat to hire per diem fire fighters and retrieve Fire District owned equipment and apparatus from Station 27. Quite frankly, the Fire District's response to our proposed provisions to the 2024 contract is shocking and clearly not in the best interest of the community the Board is supposed to serve.

To begin with, our proposed revised 2024 contract (which is aligned with the 2023 contract) is fair and reasonable to **both** parties. Yet, your letter fails to identify any reason, much less a logical or rational basis, for the Fire District's take it or leave it position regarding the contract. Further and notably, my request to discuss the matter with you as attorneys for our respective clients was ignored and ultimately rebuked.

Significantly, and as you and your clients well know, the members of the East Franklin Fire Department are hard-working and dedicated fire fighters **who volunteer their time and put their lives on the line for the wellbeing and benefit of the community and its residents every day.** These fire fighters are the people in the community who make personal sacrifices to serve and protect their neighbors, friends, family, local businesses and your clients. They do not deserve to have their views, concerns or position disregarded. The Fire District's belief that it should have the unfettered discretion and right to dictate policies or procedures over the Fire Department without Station 27's input or agreement is truly remarkable. Not only does the Fire District's position fail to acknowledge or consider the personal sacrifices made by members of the EFFD as noted above, but it clearly demonstrates an unreasonable desire to micromanage and dictate the operations of the Fire Department regardless of fairness or reason. By agreeing to the 2024 contract as written, the Fire District would be empowered to enact any policy regardless of how unreasonable, ridiculous or impractical it may be. Clearly my client cannot agree to this.

Further, the Fire District's intention to nickel and dime the members of the Fire Department over the reimbursement of any personal property which may be lost, damaged or destroyed during fire service is also unfair and again demonstrates a complete disregard and lack of appreciation for what these brave men and women do. My client did not demand that the Fire District reimburse for such losses in any scenario. Rather my client reasonably requested that the Fire District reimburse their personal losses upon review of each claim and determination that the reimbursement is appropriate. These people serve without real compensation and now the Fire District wants them to bear the cost of lost or damaged personal property caused by a fire emergency too? We both know that the potential cost to the Fire District would be de minimis, but for some reason your client has determined that the personal loss to the volunteer should be the price to pay for volunteering.

We both know that one of the reasons why your clients want the unfettered right to enact policy is to put rear facing cameras in all of the apparatus which would record private conversations of the occupants during ordinary non-fire related driving. Last year we explained very clearly and in detail why this is unacceptable. There are also concerns about the forthcoming proposed drug policy which may violate civil rights (though we can certainly discuss those issues and the policy when/if you are authorized by your client). These are mere examples, but clearly the Board should know that it is in neither the community's nor the Fire Department's best interests to dictate policy to EFFD. Rather, our clients should be working together and collaboratively on fair and reasonable solutions and policies as needed.

We believe that this impasse is largely due to Commissioner Middleton's personal gripe with and feelings toward Chief Krushinski. You should be aware that he was overheard following the Fire District's meeting stating that he wants to "do away with anyone" that is involved with or associated with Chief Krushinski. He also stated (though his actions clearly demonstrate) that he is seeking to remove Chief Krushinski as well. It is crystal clear that Commissioner Middleton's intentions are retaliatory and in direct response to the Chief's difference of opinion and efforts to keep his members protected. Replacing Station 27 with per diem fire fighters is an irresponsible and punitive response to EFFD's refusal to sign the 2024 contract. It is also a waste of taxpayer dollars when Station 27 has over 50 volunteers, who can certainly protect the community better than a few per diem workers.

Last, we suggest that the Fire District conduct the legal research before it replaces EFFD with per diem fire fighters. Title 40A sets forth the statutory requirements that a Fire District must comply with to hire paid employees. There are statutory limitations as to the minimum (21 years) and maximum (35 years) age of paid fire fighters, who may fill those positions; while Title 43 requires eligibility for the enrollment in the public pension system which would be unavailable to part time fire fighters. As you know, Title 40A has very specific procedures for the creation of paid fire fighter positions, including the mandate to lawfully enact a resolution following the statutory granted opportunity for the residents of the district to be heard before these paid positions are created. It appears that the Fire District lacks sufficient time to legally hire per diem fire fighters by the expiration of the 2023 contract. Needless to say, if the Fire District chooses to disregard the law and/or proceed with its intention to hire per diem fire fighters, the residents of the community as well as members of EFFD intend to be heard.

HILL WALLACK LLP

ATTORNEYS AT LAW

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So that we can avoid this matter escalating any further, I again renew my request that you return the revised contract with your clients comments or concerns or revisions for our review and consideration.

Very truly yours,

/s/Suzanne M. Marasco

Suzanne M. Marasco, Esq.

cc: Chief Dan Krushinski, East Franklin Volunteer Fire Department