

Wednesday, April 19, 2017

A regular meeting of the Toms River Fire Commissioners, District No. 2 was called to order at 7:30 p.m. at the Silverton Firehouse. Chairman Blank made the required public statement. "Adequate notice of this meeting has been provided in accordance with the Open Public Meetings Act by the adoption of a schedule of regular meetings and notice thereof being posted in the Municipal Building, 33 Washington Street, Toms River; being filed with the Municipal Clerk and being transmitted to the Asbury Park Press and the Star Ledger and to all persons who have requested copies in accordance with statute."

Roll call was taken; Present: Mr. Britton, Mr. Silva, Mr. Duff, Mr. Geoghegan via telephone, Mr. Blank

Minutes of the previous meeting – A motion was offered by Mr. Britton, seconded by Mr. Duff that the reading of the minutes of the previous meeting be waived and accepted as written providing that the minutes shall be made available for inspection by any member of the public during the meeting.

Roll call vote; Aye: Mr. Britton, Mr. Duff, Mr. Geoghegan, Mr. Blank.
Nay: None.
Abstain: Mr. Silva.

Received check #9431 dated April 9, 2017 in the amount of \$600 from Silverton Vol. Fire Company for reimbursement of insurance of April 2017.

Received check #009980841 dated April 13, 2017 in the amount of \$1,080.95 from Selective Insurance Company of New England for replacement of items lost at fire of February 14, 2017.

Received check #000143 dated April 19, 2017 in the amount of \$25,698.10 from Toms River Fire Commissioners for Fire Prevention Bureau cash receipts of March 2017.

Bills were presented for payment and approved to be paid on a motion offered by Mr. Duff, seconded by Mr. Britton (each commissioner abstains to his voucher, if any).

Roll call vote; Aye: Mr. Britton, Mr. Silva, Mr. Duff, Mr. Geoghegan, Mr. Blank.
Nay: None.

Selective Insurance	59,931.00	Toms River Fire District #1	154,548.60
		USI Insurance Services	5,091.00
Total	\$219,570.60		

A motion was offered by Mr. Silva, seconded by Mr. Britton to approve Fire District #2's share of the joint board bill list (attached).

Roll call vote; Aye: Mr. Britton, Mr. Silva, Mr. Duff, Mr. Geoghegan, Mr. Blank.
Nay: None.

Correspondence – All commissioners have been copied.

Communications – Commissioner Silva reported that there was a dispatch problem regarding a boat response; they were not dispatched, but they should have been.

Apparatus – Commissioner Britton reported that the brush truck is done. Commissioner Silva reported that the fleet is in service, and the Board will be going out to bid for the engine.

Fire Prevention Bureau – Commissioner Blank reported that he spoke to Chief Inspector Esposito on the issue with the water mains on the North end of town, and he asked about the water flows at the fire on Kathleen Court; they did a water test, and there are approximately 680 gallons a minute out of the hydrant on Kathleen Court and 1,200 gallons a minute on the hydrant up by Silverton Road; the hydrant comes in from Church Road, runs down an easement to Fielders Lane, runs down Fielders Lane, and then opens up and goes over to Silverton Road east and west; it does not connect to Old Freehold Road, and it does not

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connect to Route 9; the whole area is dead ended off of an easement off of Church Road, and it needs to be improved. He reported that they have a meeting in May with the water company on hydrant projects, and Commissioner Blank stated that he wants to make sure that we are not forgotten. Commissioner Blank reported that they cleared the land behind the Wawa by Massachusetts; he is not sure what the plans are for that area.

Purchasing – Purchasing Agent Gargano reported that she is compiling a list of equipment that has to go out to bid from the requisitions received and a list from the chiefs of items that they intend to purchase throughout the year. She asked Chief Parente if he had his list of additional equipment needed. He reported that he has it tonight. She reported that she is still waiting for the list from Chief Sinnott of equipment that he intends to purchase throughout the year. Commissioner Blank asked her to go over the purchasing procedure. Purchasing Agent Gargano reported that purchases orders must be received in advance for all purchases; recently, there have been many purchases made by individuals and paid for by themselves who later submit for reimbursement rather using the purchase order system.

Pleasant Plains report – Chief Parente reported that he wrote a letter to the Board to forward to the Fire Prevention Bureau regarding the lost Knox Box key. Chief Parente reported that Brian Doyle will be the representative from Station 30 on the committee to merge the two fire districts.

A motion was offered by Mr. Silva, seconded by Mr. Duff to approve Pleasant Plains' request for equipment as follows:

- 6 Hose Repairs by Tasc Fire Apparatus
- 4 Name Tags for Gear, Black
- 1 Deck Gun on 3061 not shutting off master intake valves, inoperable, knob missing to be repaired by ERS
- 12 Electrical Tape (1 black, 2 red, 1 white, 2 purple, 6 orange) from Home Depot
- 1 5/8" Open End Box Wrench from Home Depot
- 2 Pliers (1 slip joint pliers, 1 needle nose pliers) from Home Depot
- 1 Sheet Rock Knife from Home Depot
- 2 Part Boxes from Home Depot
- 8 2 Qt. Jugs Car Wash Soap from Advanced Auto
- 4 1074 Bulbs from Advanced Auto
- 2 NGK6ES Plugs from Advanced Auto
- 4 Pressure Gauges for Water Can from Aish Fire Protection Co.
- 128 Seals for Extinguishers from Aish Fire Protection Co.

Roll call vote; Aye: Mr. Britton, Mr. Silva, Mr. Duff, Mr. Geoghegan, Mr. Blank.
Nay: None.

New Business:

Committee for Consolidation of Fire Districts – Commissioner Britton reported that they had another consolidation meeting; in attendance was Don Huber of DCA, Attorney Braslow, Attorney Van Dyk, and two representatives from VFIS. He reported that relative to the LOSAP program, the Board would freeze memberships in the LOSAP program right now and start on the other program. Commissioner Britton, also, reported that it is not mandatory that we have a life insurance policy with the LOSAP. He reported that it would be less expensive to get a separate life insurance program. Commissioner Britton reported that they talked about employees, debt service, and the committee would like a want list from everyone who is not on the committee of things they would like to talk about and their concerns. Commissioner Blank reported that he will take Commissioner Britton's place on the committee when he is away on vacation. Commissioner Britton reported that they could do away with both Boards or do away with one Board.

Auditing Services – A resolution was introduced by Mr. Duff, seconded by Mr. Britton to approve WithumSmith+Brown as the auditors for the 2017 audit (attached).

Roll call vote; Aye: Mr. Britton, Mr. Duff, Mr. Blank.
Nay: Mr. Silva, Mr. Geoghegan.

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Award Contract to Rosenbauer for Engine Truck – A resolution was introduced by Mr. Britton, seconded by Mr. Duff to award the contract with Rosenbauer for an engine truck through the HGAC contract (attached).

Roll call vote; Aye: Mr. Britton, Mr. Silva, Mr. Duff, Mr. Geoghegan, Mr. Blank.
Nay: None.

Pleasant Plains Fire Dept. Fund Raiser for 911 Memorial – Commissioner Blank reported that Pleasant Plains Fire Dept. is asking for donations for their 911 Memorial project.

Fire Academy – A motion was offered by Mr. Britton, seconded by Mr. Silva to approve a maintenance contract for HVAC with Touzor Training in the amount of \$4,105 per year (attached).

Roll call vote; Aye: Mr. Britton, Mr. Silva, Mr. Duff, Mr. Geoghegan, Mr. Blank.
Nay: None.

Membership Limit to Silverton Vol. Fire Company will be discussed at the next meeting. Commissioner Blank reported that any request for an increase in the maximum number of active firefighters permitted must be backed up with their members' percentages.

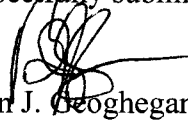
Contract with Township of Toms River for Supervision of Fire Dispatchers – Commissioner Blank reported that he sent an email to the dispatch liaisons regarding the Mutual Services Agreement with the Township on the supervision of the dispatchers; the agreement lapsed two years ago; he has not heard anything back yet on the renewal.

Adjournment – A motion to adjourn the meeting was offered by Mr. Britton, seconded by Mr. Silva.

Roll call vote; Aye: Mr. Britton, Mr. Silva, Mr. Duff, Mr. Geoghegan, Mr. Blank.
Nay: None.

The meeting was adjourned at 8:11 p.m..

Respectfully submitted,



Brian J. Geoghegan
Clerk

Expend Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
03- -119-53 -271 H0098	AUDITOR HOLMAN, FRENIA, ALLISON P.C.	17-00274	2016 AUDIT INV#27014	660.00	0.00	
03- -119-53 -272 K0150 K0035	LEGAL KUBIEL, BRIAN KELAHER, VAN DYKE & MORIARTY	17-00409 17-00411	REIMB. PARKING PROFESSIONAL SERVICE JT.	60.00 476.50 <u>536.50</u>	0.00 0.00	
03- -119-54 -271 H0098	AUDITOR HOLMAN, FRENIA, ALLISON P.C.	17-00274	2016 AUDIT INV#27014	880.00	0.00	
03- -119-54 -272 K0035	LEGAL KELAHER, VAN DYKE & MORIARTY	17-00411	PROFESSIONAL SERVICE JT.	348.50	0.00	
03- -119-55 -271 H0098	AUDITOR HOLMAN, FRENIA, ALLISON P.C.	17-00274	2016 AUDIT INV#27014	220.00	0.00	
03- -120-52 -311 N0115 N0163 N0163	LEGAL NOTICES NEW JERSEY ADVANCE MEDIA, LLC NEW JERSEY PRESS NEW JERSEY PRESS	17-00284 17-00356 17-00408	MEETING DATES JOINT JT. MTG DATES/JT. PROF. CANCEL JT. MTG. AD#2052882	122.36 188.80 44.90 <u>356.06</u>	0.00 0.00 0.00	
03- -122-53 -386 E0217	CONFERENCES EXCLUSIVE CAR SERVICE	17-00332	TRANSPORTATION FDIC	490.00	0.00	
03- -123-54 -416 N0055 F0137	DUES & SUBSCRIPTIONS NATIONAL FIRE PROTECTION FIRST RESPONDER NEWSPAPER	17-00170 17-00343	MEMBERSHIP DUES ESPOSITO NEWSPAPER SUBSCRIPTION BUREAU	175.00 60.00 <u>235.00</u>	0.00 0.00	
03- -123-54 -417 T0134	CREDIT CARD FEES TOMS RIVER FIRE COMMISSIONERS	17-00373	CREDIT CARD FEES	79.77	0.00	
03- -123-55 -416 S0285	DUES & SUBSCRIPTIONS STATE OF N.J., D.C.A.	17-00137	NJ CONSTRUCTION CODE BUREAU	105.00	0.00	
03- -124-53 -446 D0086	TRAINING & MATERIALS DEPAUL, GREGORY	17-00331	TRAINING COURSE F.A.	200.00	0.00	
03- -124-54 -449 T0145	PHYSICAL FITNESS TOMS RIVER FITNESS CENTER	17-00312	PHYSICAL FITNESS	20.00	0.00	
03- -125-54 -487 A0023	CLOTHING ACTION UNIFORM COMPANY	17-00109	BADGES BUREAU	504.00	0.00	
03- -126-53 -530 T0175 S0335 N0155	FUEL (BUILDING/AUTO) TOWNSHIP OF TOMS RIVER SUBURBAN PROPANE NEW JERSEY NATURAL GAS CO.	17-00306 17-00342 17-00345	2/17 & 3/17 FUEL JOINT FUEL ACCT#2088-208208 ACCT#22-0009-3986-41	65.25 2,021.94 731.71 <u>2,818.90</u>	0.00 0.00 0.00	

Expend Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
03- -126-53 -531 C0172	SUPPLIES CONTINENTAL FIRE & SAFETY	17-00256	TOOL FUEL F.A.	216.00	0.00	
03- -126-54 -529 T0175	FUEL TOWNSHIP OF TOMS RIVER	17-00306	2/17 & 3/17 FUEL JOINT	1,152.85	0.00	
03- -126-54 -531 T0080	SUPPLIES THIRST QUENCHERS SPRING WATER	17-00355	WATER BUREAU	34.00	0.00	
03- -126-55 -529 T0175	FUEL TOWNSHIP OF TOMS RIVER	17-00306	2/17 & 3/17 FUEL JOINT	75.29	0.00	
03- -126-57 -531 C0172	SUPPLIES - TECH RESCUE CONTINENTAL FIRE & SAFETY	17-00344	BATTERIES TECH RESCUE	268.20	0.00	
03- -127-51 -567 R0012 V0010 V0008 A0223 R0012 V0009	TELEPHONE RACKSPACE US, INC. VERIZON WIRELESS VERIZON CABS AT&T RACKSPACE US, INC. VERIZON	17-00268 17-00330 17-00347 17-00357 17-00374 17-00410	EMAIL SYSTEM ACCT#3249226 ACCT#720641376-00001 PHONE JOINT ACCT#030 404 5393 001 EMAIL SYSTEM ACCT#3249226 PHONE JOINT	75.25 40.01 6,871.06 29.28 75.25 44.44	0.00 0.00 0.00 0.00 0.00 0.00	
				<u>7,135.29</u>		
03- -127-53 -566 J0048 S0337	UTILITIES JCP&L SUEZ WATER T.R.	17-00311 17-00387	ACCT#200 000 001 020 02/17 F.A.	1,504.77 345.25	0.00 0.00	
				<u>1,850.02</u>		
03- -127-53 -567 A0223 V0067	TELEPHONE AT&T VOICE LOGISTIC GROUP	17-00357 17-00371	ACCT#030 404 5393 001 PHONE CHARGES F.A.	6.92 405.10	0.00 0.00	
				<u>412.02</u>		
03- -127-53 -568 R0012 R0012 V0009	INTERNET RACKSPACE US, INC. RACKSPACE US, INC. VERIZON	17-00268 17-00374 17-00410	EMAIL SYSTEM ACCT#3249226 EMAIL SYSTEM ACCT#3249226 PHONE JOINT	4.75 4.75 626.21	0.00 0.00 0.00	
				<u>635.71</u>		
03- -127-54 -567 V0010 V0010 A0223 V0009	COMMUNICATIONS VERIZON WIRELESS VERIZON WIRELESS AT&T VERIZON	17-00330 17-00340 17-00357 17-00410	ACCT#720641376-00001 ACCT#320580493-00001 ACCT#030 404 5393 001 PHONE JOINT	666.92 40.01 68.97 468.00	0.00 0.00 0.00 0.00	
				<u>1,243.90</u>		
03- -127-54 -568 R0012 R0012 C0149	INTERNET RACKSPACE US, INC. RACKSPACE US, INC. COMCAST CABLE	17-00268 17-00374 17-00390	EMAIL SYSTEM ACCT#3249226 EMAIL SYSTEM ACCT#3249226 ACCT#8499 05 194 0590940	74.00 58.50 114.80	0.00 0.00 0.00	
				<u>247.30</u>		

Expend Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
03- -127-55 -567 V0010	COMMUNICATIONS VERIZON WIRELESS	17-00330	ACCT#720641376-00001	122.10	0.00	
03- -128-53 -607 W0004 F0043	OFFICE SUPPLIES/SHIPPING W.B. MASON CO., INC. FEDEX	17-00333 17-00386	SUPPLIES JOINT SHIPPING JT. ACCT#2024-8681-9	1,334.48 26.79 <u>1,361.27</u>	0.00 0.00	
03- -128-54 -607 P0131	OFFICE SUPPLIES/SHIPPING PITNEY BOWES INC.	17-00316	POSTAGE BUREAU ACCT#49712276	1,000.00	0.00	
03- -129-51 -657 T0175 T0175	MAINTENANCE CONTRACTS TOWNSHIP OF TOMS RIVER TOWNSHIP OF TOMS RIVER	17-00324 17-00325	1ST QTR. 2017 SPILLMAN 2ND QTR. 2017 SPILLMAN	8,989.50 8,989.50 <u>17,979.00</u>	0.00 0.00	
03- -129-53 -653 00250	EXTINGUISHER REFILL/REPAIR OXYGEN SUPPLY CO., INC.	17-00388	CYLINDERS F.A. INV#93156	76.00	0.00	
03- -129-53 -657 M0143 00090 A0082 T0179	MAINTENANCE CONTRACTS M & M CLEANING SERVICE, INC. OCEAN SECURITY SYSTEMS AIRPOWER INTERNATIONAL, INC TOZOUR ENERGY SYSTEMS, INC.	17-00335 17-00354 17-00364 17-00389	03/17 MAINT. ALARM INSPECTION & 2ND QTR. CASCADE MAINT. F.A. HVAC MAINT. F.A.	347.00 352.50 1,000.00 <u>1,026.25</u> 2,725.75	0.00 0.00 0.00 0.00	
03- -129-54 -648 P0220 T0125 S0025 J0014	VEHICLE REPAIR PRESTIGE AUTO SPA TOMS RIVER CAR WASH SAFELITE AUTO GLASS J & R PRO AUTOMOTIVE	17-00273 17-00285 17-00391 17-00407	CAR WASH CAR WASH INV#1247 REPAIR #167 INV#00836-176218 177, 157, 207, 197	5.97 67.50 74.94 <u>1,223.26</u> 1,371.67	0.00 0.00 0.00 0.00	
03- -129-54 -655 T0175	OFFICE CLEANING TOWNSHIP OF TOMS RIVER	17-00189	2017 2ND QTR RENT BUREAU	606.25	0.00	
03- -129-54 -657 A0120	MAINTENANCE CONTRACTS ALTERNATIVE MICROGRAPHICS	17-00412	MICRO-FILMING	202.50	0.00	
03- -129-55 -655 T0175	OFFICE CLEANING TOWNSHIP OF TOMS RIVER	17-00189	2017 2ND QTR RENT BUREAU	12.50	0.00	
03- -134-53 -742 E0150	F.A. UPGRADES 2014 ERBE BUILDERS, INC.	16-01156	REPAIR GUTTERS @ F.A.	5,250.00	0.00	
Fund Total:				107,572.00		
Total Charged Lines: 111				Total List Amount: 107,572.00	Total Void Amount: 0.00	

FUNDS RECEIVED AND DEPOSITED

FROM:	CK#:	FOR:	AMOUNT:
Toms River Schools	250721	Imprest fund	600.00
NJ Casualty Insurance	270863	Kieran Flynn WC	871.00
NJ Casualty Insurance	271688	Kieran Flynn WC	871.00
NJ Casualty Insurance	271878	Kieran Flynn WC	871.00
Selective Insurance	9980448	Windshild claim car#167	74.94

Range of Accounts: 03- -111-51 -001 to 03- -112-55 -024
 Range of Dates: 03/09/17 to 04/19/17
 Range of Reason Codes: Adopted Budget to Adopted Budget
 Include Enc/Expd/Acct Pybl with EDY Reason: Yes Include Non-Budgeted: Y
 Adds: N Changes: N Transfers In: N
 Transfers Out: N Expenditures: Y Refunds: Y
 Reimbursements: N Encumbrances: N Cancels: N
 Check Payments: N Accounts Payable: N
 PO Encumbrances: N Contract Encm: N Received PO: N

Account No	Description	Transaction Data/Comment	Vendor/Source	Amount	User	Reference #	Item #
Date	Type						
03- -111-51 -001	SALARIES						
03/17/17	Expd	W/E 3-17-17 DISPATCH		14,665.42	DM	B 1768	5
03/31/17	Expd	W/E 3-31-17 DISPATCH		13,049.37	DM	B 1772	5
04/13/17	Expd	W/E 4-14-17 DISPATCH		11,765.91	DM	B 1777	5
Total Expenditures:		3		39,480.70			
03- -111-53 -003	INSTRUCTOR'S REMUNERATION						
03/17/17	Expd	W/E 3-17-17 F.A. INST.		3,125.00	DM	B 1768	7
03/31/17	Expd	W/E 3-31-17 F.A. INST.		3,390.00	DM	B 1772	7
04/13/17	Expd	W/E 4-14-17 F.A. INST.		4,990.00	DM	B 1777	7
Total Expenditures:		3		11,505.00			
03- -111-53 -004	FIRE ACADEMY COORDINATOR						
03/17/17	Expd	W/E 3-17-17 F.A. COOR.		576.92	DM	B 1768	6
03/31/17	Expd	W/E 3-31-17 F.A. COOR		576.92	DM	B 1772	6
04/13/17	Expd	W/E 4-14-17 F.A. COOR.		576.92	DM	B 1777	6
Total Expenditures:		3		1,730.76			
03- -111-54 -001	SALARIES						
03/17/17	Expd	W/E 3-17-17 BUR ADM		28,689.98	DM	B 1768	3
03/31/17	Expd	W/E 3-31-17 BUR ADM		24,817.08	DM	B 1772	3
04/13/17	Expd	W/E 4-14-17 BUR ADM		25,690.14	DM	B 1777	3
Total Expenditures:		3		79,197.20			
03- -111-55 -001	SALARIES						
03/17/17	Expd	W/E 3-17-17 U.C.C.		4,460.81	DM	B 1768	4
03/31/17	Expd	W/E 3-31-17 U.C.C.		4,460.81	DM	B 1772	4
04/13/17	Expd	W/E 4-14-17 U.C.C.		4,460.81	DM	B 1777	4
Total Expenditures:		3		13,382.43			
03- -112-51 -021	PAYROLL TAXES						
03/17/17	Expd	W/E 3-17-17 TAXES		1,161.97	DM	B 1768	11
03/31/17	Expd	W/E 3-31-17 TAXES		1,106.69	DM	B 1772	11
04/13/17	Expd	W/E 4-14-17 TAXES		949.05	DM	B 1777	11
Total Expenditures:		3		3,217.71			
03- -112-51 -022	PENSION EXPENSE						
03/30/17	Expd	DISP ANNUAL EMPLOYER APPROPRIATION		35,146.00	DM	B 1774	2
Total Expenditures:		1		35,146.00			

Account No Date	Type	Description	Transaction Data/Comment	Vendor/Source	Amount	User	Reference # Item #
03- -112-53 -021		PAYROLL TAXES					
03/17/17	Expd		W/E 3-17-17 TAXES		238.17	DM	B 1768 12
03/31/17	Expd		W/E 3-31-17 TAXES		254.04	DM	B 1772 12
04/13/17	Expd		W/E 4-14-17 TAXES		372.58	DM	B 1777 12
Total Expenditures:		3	864.79				
03- -112-54 -021		PAYROLL TAXES					
03/17/17	Expd		W/E 3-17-17 TAXES		2,041.35	DM	B 1768 9
03/31/17	Expd		W/E 3-31-17 TAXES		2,122.32	DM	B 1772 9
04/13/17	Expd		W/E 4-14-17 TAXES		1,979.86	DM	B 1777 9
Total Expenditures:		3	6,143.53				
03- -112-54 -022		PENSION EXPENSE					
03/30/17	Expd		DISP ANNUAL EMPLOYER APPROPRIATION		79,967.00	DM	B 1774 3
Total Expenditures:		1	79,967.00				
03- -112-55 -021		PAYROLL TAXES					
03/17/17	Expd		W/E 3-17-17 TAXES		351.24	DM	B 1768 10
03/31/17	Expd		W/E 3-31-17 TAXES		368.32	DM	B 1772 10
04/13/17	Expd		W/E 4-14-17 TAXES		351.24	DM	B 1777 10
Total Expenditures:		3	1,070.80				
03- -112-55 -022		PENSION EXPENSE					
03/30/17	Expd		DISP ANNUAL EMPLOYER APPROPRIATION		14,131.00	DM	B 1774 4
Total Expenditures:		1	14,131.00				

Fund Description	Fund	Expenditures	Refund Expend
	03	285,836.92	0.00
Total of All Funds:		285,836.92	0.00

Report Totals Transaction Type	Accounts	Transactions	Amount
Total Expenditures:	12	30	285,836.92
Total Refund Expend:	0	0	0.00

**THE COMMISSIONERS OF FIRE DISTRICT NO. 2
IN THE TOWNSHIP OF TOMS RIVER, COUNTY OF OCEAN**

**Resolution Authorizing the Award of a Fair and Open Contract
For Auditing Services**

WHEREAS, the Fire District has a need to acquire auditing services and the Board has publicly advertised for proposals as a fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5: and

WHEREAS, the Fire District has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

WHEREAS, the Fire District has reviewed the proposals received and has determined that it wished to award a contract based upon the proposals received; and

WHEREAS, the anticipated term of this contract is for the year 2017-2018; and

WHEREAS, WithumSmith+Brown has submitted a proposal indicating it will provide auditing services pursuant to the proposal; and

WHEREAS, the Fire District has determined that funds are available concerning the projected expenditures.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean authorized the Fire District to enter into a contract with WithumSmith+Brown as described herein; and

BE IT FURTHER RESOLVED that notice of award of the contract authorized hereby shall be published in the Asbury Park Press within 10 days of its passage.

CERTIFICATION

I, Brian J. Geoghegan, Clerk of the Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Commissioners held on April 19, 2017.



BRIAN J. GEOGHEGAN, CLERK

NOTICE OF INTENT TO AWARD CONTRACT UNDER A
NATIONAL COOPERATIVE PURCHASING AGREEMENT

PLEASE TAKE NOTICE that the Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean (the "Fire District") intends to participate in the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program for the acquisition of a Fire Truck. Information regarding the contract may be found at the administrative offices of the Board of Fire Commissioners, Tom River Fire District No. 2, 257 Warner Street, Toms River NJ 08755 during regular business hours as well as on the website of the Houston-Galveston Area Council: HGACBuy.org. The Fire District authorized membership in the HGAC Cooperative Purchasing Program in a resolution previously adopted by the Fire District. A contract was signed between the Fire District and HGAC shortly after such authorization for the contract period of January 1, 2017 through December 31, 2017. It is the intent of the Fire District to purchase the Fire Truck from Rosenbauer Minnesota. The contract price for the fire apparatus was established by HGAC pursuant to its receipt of bids for such fire apparatus. The Fire District is permitted to join the national cooperative purchasing program and enter into an agreement under the authority of N.J.S.A. 52:34-6.2(b)(3). The comment period ends for this Notice of Award on April 19, 2017.

February 17, 2017
Toms River Twp. Fire
Academy
1780 Church Rd.
Toms River, NJ 08755

RE: **PM02392**
Service Agreement Renewal
Toms River Twp. Fire Academy

To Whom It May Concern

TOZOUR-TRANE agrees to furnish services in accordance with the "General Terms and Conditions" and "Schedules" already in effect. This renewal agreement shall become valid on 4/1/2017.

The agreement renewal price will be \$4,105 for (3) three years, payable in quarterly payments of \$1,026.25, plus any applicable taxes.

<u>Contract Term</u>	<u>Yearly Investment</u>
Year 1 – 04/01/2017 thru 03/31/2018	\$1,026.25
Year 2 – 04/01/2018 thru 03/31/2019	\$1,026.25
Year 3 – 04/01/2019 thru 03/31/2020	\$1,026.25

This agreement is effective from 4/1/2017 through 3/31/2020 (or 2017-18). Termination of this agreement by either party may be given in writing at least 30 days prior to the end of the anniversary date. On the anniversary of the effective date, the price herein may be adjusted to reflect Tozour-Trane's increased/decreased costs, notice of which will be given to you at least 30 days prior to the anniversary date. Technician labor rate will be discounted at 15% off current street rate.

If a Purchase Order is required on invoices, please contact me or return this document with an updated PO at your earliest convenience.

PO# _____

Thank you for choosing Tozour-Trane!

Sincerely,

Maria Finnegan
Client Service Representative
(m) 484-678-8919; (f) 610-962-0230
Email: mfinnegan@tozourtrane.com



GENERAL TERMS AND CONDITIONS

1. Payment shall be due in advance upon receipt of invoice. If the account is delinquent by 30 days, Tozour Energy Systems reserves the right to withhold service until the account is current. Continued delinquency is grounds for termination of this agreement.
2. Preferred service contract rates shall apply to all work beyond the scope of this agreement.
3. All inspections and repairs will be performed during our regular working hours which are Monday through Friday from 8:00 A.M. to 4:30 P.M. unless otherwise stated. If for any reason we are requested to do work beyond our regular working hours, you agree to pay the overtime labor unless otherwise stated in this agreement.
4. TOZOUR ENERGY SYSTEMS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.
5. TOZOUR ENERGY SYSTEMS DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES
6. Tozour Energy Systems will not handle, remove or dispose of any material containing asbestos. If asbestos is present, it is the owner's responsibility to have it removed by a qualified contractor.
7. Water-cooled equipment covered under this agreement must have adequate water treatment by a qualified water treatment firm.
8. Either party reserves the right to cancel any agreement, with thirty (30) days written notice. If this agreement is cancelled by the customer at any time other than the anniversary date, Tozour Energy Systems shall be entitled to the greater of; the total of the contract payments due at that time, or, the total time and material used up to that date charged out at normal time and material rates.
9. If during the term of this agreement labor rate adjustments are made, these adjustments will be passed on to the customer at the discretion of Tozour Energy Systems.
10. AUTOMATIC RENEWAL - This contract will automatically renew on the anniversary date unless either party receives a written cancellation letter 30 days prior to the anniversary date.
11. RENEWAL PRICE ADJUSTMENT - Tozour Energy Systems will provide Customer with notice of any adjustments in the Agreement price applicable to a renewal prior to the commencement of that renewal period.
12. TOZOUR ENERGY SYSTEMS EMPLOYEES - The Customer acknowledges that Tozour Energy Systems' employees are a valuable asset to Tozour Energy Systems. The Customer agrees to pay Tozour Energy Systems an amount equal to 12 months of salary for each Tozour Energy Systems employee who worked at the Customer's facility that is then hired by the Customer at any time during the term of this Agreement and for 60 days thereafter. In addition, the Customer agrees to reimburse Tozour Energy Systems for all costs associated with any training Tozour Energy Systems provided to such employees during the three years before the date the Customer hires such employee.

Remote Connectivity. Remote connectivity services refers to services by Tozour Energy Systems provided, to any extent using any method of connecting to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data via phone modem, internet or other agreed upon means. The SMART

Services, including any reports and other information Tozour Energy Systems provides, are intended to provide operational assessments and recommendations.

Electronic Monitoring. Any electronic monitoring Tozour Energy Systems performs is undertaken solely to enable Tozour Energy Systems to collect the data and perform any analysis included in Tozour Energy Systems' Services. Customer agrees that Tozour Energy Systems is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems.

Data Collected. Customer hereby grants to Tozour Energy Systems the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Tozour Energy Systems collects from Customer. Tozour Energy Systems shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Tozour Energy Systems will collect from Customer will not include any personal or individual information. Upon Customer's written request, Tozour Energy Systems will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Tozour Energy Systems will use commercially reasonable efforts to store Customer's data for up to 18 months. Tozour Energy Systems cannot guarantee the availability of the data.

Data Privacy and Security. Tozour Energy Systems has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Tozour Energy Systems immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Tozour Energy Systems cannot ensure total control of the security of such systems. Tozour Energy Systems will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Tozour Energy Systems from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Tozour Energy Systems will notify Customer of any breach in security of which Tozour Energy Systems become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Tozour Energy Systems immediately. Tozour Energy Systems does not disclose Customer's information to third parties for their marketing purposes, but Tozour Energy Systems does use third party software and services to assist Tozour Energy Systems with collecting and analyzing information. Tozour Energy Systems may also disclose Customer's information if required to do so by law, in which case, Tozour Energy Systems would inform Customer of such disclosure.



TRANE

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