Wednesday, March 15, 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. Duff, Mr. Silva, Mr. Blank.

Absent:

Mr. Geoghegan.

Minutes of the March 1, 2017 meeting - A motion was offered by Mr. Britton, seconded by Mr. Silva that the reading of the minutes of the March 1, 2017 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. Silva, Mr. Blank.

Nay:

None.

Abstain:

Mr. Duff.

Minutes of the March 8, 2017 meeting - A motion was offered by Mr. Silva, seconded by Mr. Britton that the reading of the minutes of the March 8, 2017 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. Silva, Mr. Duff, Mr. Blank.

Nay:

None.

Received check #00041 dated March 8, 2017 in the amount of \$24,839.92 from Toms River Fire Commissioners for Fire Prevention Bureau revenue February 2017.

Received check #8754 dated March 9, 2017 in the amount of \$650 from Pleasant Plains Fire Dept. for reimbursement of insurance of March 2017.

Bills from Toms River Fire District #1 in the amount of \$64,952.49 and Francis W. Donnelly in the amount of \$300 were presented for payment and approved to be paid on a motion offered by Mr. Duff, seconded by Mr. Silva (each commissioner abstains to his voucher, if any).

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

Nay: None.

<u>Correspondence</u> – All commissioners have been copied.

<u>Communications</u> – Commissioner Silva reported that the website has been updated for 2017.

<u>Insurance</u> - Commissioner Britton received two quotes for insurance: one from VFIS and one from Selective; he and Commissioner Duff will review the policies.

Fire Academy - Commissioner Silva reported that Level I & II are coming to an end soon.

Purchasing - Purchasing Agent Gargano asked the chiefs to sit down with their fire company and decide what fire equipment they wanted purchased for the year so that she can prepare a fire equipment bid. She reported that purchase orders can now be issued as a result of the approval of the budget at the Township Council meeting.

<u>Pleasant Plains report</u> - Chief Parente reported that he will put a letter together for Bureau of Fire Prevention; during the process of switching over multiple apparatus, one of the Knox box keys was misplaced; the Fire Prevention Bureau needs a letter from him stating that the key was misplaced. He said that he will submit that letter to the Board office within the next day or two. Chief Parente reported that he spoke about upgrading the cascade system, and they are looking to create a bid spec for that. Chief Parente reported that they had an issue

with 3051 where the check engine light came on; Continental Fire & Safety came out and fixed it under warranty; it had water in the fuel system; Engineer McCann checked our fuel tanks to make sure there was no water in them; we did not have any water in fuel tanks.

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

1 Getac Repair Key Board

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

Nay: None.

<u>Business Administrator's Report</u> – Business Administrator Gargano reported the following:

- 1. Boat Motors Received agreement and Hold Harmless and Indemnification Agreement from Ocean County Vocational Technical School for boat motors. The motors can be turned over to them.
- 2. Township Budget Hearing Thanked all fire personnel for coming out and supporting the fire district budget last night at the Township Budget Hearing.

New Business:

Township Council Public Hearing on the Fire District Budget – Commissioner Blank reported that the Township was extremely complimentary of the hard work and the manner in which the Business Administrator Darlene Gargano and the Fire Commissioners have properly budgeting over the years and with the "pay as you go" vs. bonding of capital items; every Councilman at the meeting and Township Administrator Shives were exceptionally fair to the Board.

<u>Resolution Authorizing the Soliciting of Professional Services</u> was introduced by Mr. Silva, seconded by Mr. Britton (attached).

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

Nay: None.

Motion for Approval of Auditor's Request at a previous meeting for Increase on Renewal Contract was rescinded by Mr. Silva, seconded by Mr. Britton.

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

Nay: None.

<u>Aerial Platform Service</u> contract with Sutphen Corporation in the amount of \$1,400 for the first aerial, and \$1,200 for the subsequent aerial was approved on a motion offered by Mr. Britton, seconded by Mr. Silva (attached).

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

Nay: None.

Breathing Air System Contract to be held at this time.

<u>Hose Testing Contract</u> – A motion was offered by Mr. Silva, seconded by Mr. Britton to approve the hose testing contract with Waterway @ \$.16 per ft. (attached).

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

Nay: None

<u>Hurst HP Rescue System Preventative Maintenance</u> with Tasc Fire Apparatus, Inc. in the amount of \$850 for the first power unit and \$725 each additional power unit was approved on a motion offered by Mr. Britton, seconded by Mr. Silva (attached).

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

Nay: None.

<u>Plymovent Systems</u> contract with Clean Air in the amount of \$95 for the first station, and \$30 for each subsequent station (\$60), and \$115 per drop (\$1,610) = \$1,765 was approved on a motion offered by Mr. Britton, seconded by Mr. Silva (attached).

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

Nay: None.

<u>Pump Testing</u> – A motion was offered by Mr. Britton, seconded by Mr. Silva to approve the pump testing to be done by Waterway @ \$150 each (attached).

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

Nay: None.

<u>Testing and Inspection of Aerial Ladders and Ground Ladders</u> with American Test at \$560 for each aerial ladder and \$40 for each ground ladder was approved on a motion offered by Mr. Silva, seconded by Mr. Britton (attached).

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

Nay: None.

<u>Weed Control</u> contract with Tru Green in the amount of \$352 was approved on a motion offered by Mr. Silva, seconded by Mr. Britton.

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

Nay: None.

<u>Fire Protection Services Agreement with Pleasant Plains Fire Dept.</u> was approved on a motion offered by Mr. Britton, seconded by Mr. Silva (attached).

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

Nay: None.

<u>Fire Protection Services Agreement with Silverton Vol. Fire Company</u> was approved on a motion offered by Mr. Britton, seconded by Mr. Silva (attached).

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

Nay: None.

<u>Protection Services Agreement with Pleasant Plains First Aid Squad</u> was approved on a motion offered by Mr. Silva, seconded by Mr. Duff (attached).

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

Nay: Mr. Blank.

<u>Protection Services Agreement with Silverton First Aid Squad</u> was approved on a motion offered by Mr. Silva, seconded by Mr. Britton (attached).

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

Nay: Mr. Blank.

<u>Firefighters to Wear Fire District Issued Gear Only</u> – Commissioner Blank said some of the firefighters are wearing PPE gear that they purchased themselves. Commissioner Blank said that if the fire company wants to present suggestions for better gear, they can bring it up to the Board. In the meantime, he said that the Board is reinforcing the policy that firefighters must wear fire district issued gear only.

<u>Closed Session</u> – A resolution to go into closed session was introduced by Mr. Silva, seconded by Mr. Britton at 8:10 p.m..

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

Nay: None.

WHEREAS, PL-1975 Chapter 231 allows for meetings in closed session on matters of personnel; and

WHEREAS, the commissioners have matters to discuss concerning the establishment of per diem firefighters;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF FIRE DISTRICT NO. 2 IN THE TOWNSHIP OF TOMS RIVER, COUNTY OF OCEAN go into closed session to discuss these matters as permitted by the open public act and that the results of this closed session be available to the general public upon the completion of the acceptance of the minutes at the next regular meeting and at such time as these matters in closed session are resolved.

A motion to resume regular session at 8:52 p.m. was offered by Mr. Britton, seconded by Mr. Duff.

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

Nay: None.

<u>Consolidation of the two Fire Districts</u> – Commissioner Blank reported that Commissioners Britton and Silva will serve on a committee to explore the consolidation of the two fire districts.

<u>Contract Negotiations with the Board Office Employees</u> – Commissioner Silva reported that he made several changes to the contract and sent those changes to the Board office late this afternoon.

<u>Closed Session</u> – A resolution to go into closed session was introduced by Mr. Silva, seconded by Mr. Britton at 8:55 p.m..

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

Nay: None.

WHEREAS, PL-1975 Chapter 231 allows for meetings in closed session on matters of personnel; and

WHEREAS, the commissioners have matters to discuss concerning contract negotiations with the Board office employees;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF FIRE DISTRICT NO. 2 IN THE TOWNSHIP OF TOMS RIVER, COUNTY OF OCEAN go into closed session to discuss these matters as permitted by the open public act and that the results of this closed session be available to the general public upon the completion of the acceptance of the minutes at the next regular meeting and at such time as these matters in closed session are resolved.

Wednesday, March 15, 2017

A motion to resume regular session at 9:03 p.m. was offered by Mr. Britton, seconded by Mr. Duff.

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

Nay: None.

A motion was offered by Mr. Britton, seconded by Mr. Duff to approve a 3% cost of living increase for the Board office employees for contract years 2017 and 2018.

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

Nay: None.

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

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

Nay: None.

The meeting was adjourned at 9:03 p.m..

Respectfully submitted,

Christopher Silva Acting Clerk

RESOLUTION AUTHORIZING THE TOWNSHIP OF TOMS RIVER BOARD OF FIRE COMMISSIONERS, DISTRICT NO. 2 TO SOLOCIT FOR AND RECEIVE FAIR AND OPEN PROFESSIONAL SERVICES SOLICITATIONS

MARCH 15, 2017

WHEREAS; it has been brought to the attention of the Toms River Township Board of Fire Commissioners District No. 2 that the district is desirous of soliciting for and receiving fair and open professional services for the following items:

Attorney Services

Auditor Services

NOW, THEREFORE BE IT RESOLVED; by the Township of Toms River Board of Fire Commissioners District No. 2, in the County of Ocean, State of New Jersey, as follows:

- 1) The Purchasing Agent is hereby authorized to solicit for and receive fair and open professional services solicitations for the above-mentioned project.
- 2) A certified copy of this resolution shall be provided by the Township of Toms River Board of Fire Commissioners, District No. 2 Acting Clerk to each of the following:
 - a) Purchasing Agent
 - b) Treasurer
 - c) Township of Toms River Board of Fire Commissioners, District No. 2

CERTIFICATION

I, Christopher Silva, Acting Clerk of the Toms River Township Fire Commissioners, District No. 2, in the County of Ocean, State of New Jersey, do hereby certify the above to be a true copy of a resolution duly adopted at its meeting held on March 15, 2017.

CHRISTOPHER SILVA, ACTING CLERK

March 15, 2017

DATE

SUTPHEN 2017 AERIAL PLATFORM SERVICE CONTRACT

Please verify/correct your department information, accept or decline service contract for each Sutphen unit and return by April 30, 2017

Service contract includes:

Inspection of chassis and component (excluding brake system)
Inspection of the fire pump, valves and accessories
Inspection of the hydraulic system, pressure and operation
Complete inspection of the ladder, components, cable adjustments and lubrication
Check torque settings of aerial base and all main fasteners

THIS FORM MUST BE COMPLETED AND RETURNED BY April 30, 2017

Mail to:

Sutphen Corporation - Service Division

PO Box 1845

Springfield, OH 45501

Attn: Service Department - Melissa Coles

Scan & email to: contracts@sutphencorp.com

Department Name: TOMS RIVER FIRE COMMISSIONERS, DISTRICT #2

Address: 257 WARNER ST., TOMS RIVER, NJ 08755

Business Administrator: Darlene Gargano

Phone# 732-363-2245

Mechanic

Phone #

Address of maintenance facility if different from mailing address:

Comments/PO if applicable: PO #20320
Accepted by (Print): BRIAN T-GEOGHEGAN
Authorized Signature:
Email address – We will email confirmation receipt of your service contract: doverfirecommissioner2@comcast.n

UNIT HS#	Accept/Decline	Cost	Total
4227	Accept	\$1,400- 1 st unit	\$1,400.00
		\$1,200 each additional unit	

This agreement is accepted as of _	March	15,	2017	_, 2017 and will be performed between
acceptance date and December 31				

NOTE: Cancellation without 30 days prior notice will result in a \$250 fee. Signed contracts must be received by April 30, 2017 to secure rate quoted above. Contracts received after April 30, 2017 will be performed at our standard hourly rates and will include charges for travel and expenses.

If unit(s) has been traded or sold, please note name of purchaser so that we can update our records.



2017 TESTING CONTRACT

DATE: 2/1/2017				
FROM: Waterway New Jersey 124 North 12 th St. Kenilworth, NJ 07033 908-445-8357 jford@waterwayinc.com FAX: 908-445-8194		TO: TOMS RIVER TOWNSHIP FIRE DISTRICT #2 257 WARNER AVE. TOMS RIVER, N.J. 08755		
TOTAL				
12,945	SILVERTON HOSE	\$.16 Per Ft		
12,035	PL PLAINS HOSE	\$.16 Per Ft		
2	SILVERTON PUMPS	\$150.00 Each		
6	PL PLAINS PUMPS	\$150.00 Each		
	LADDER TESTING	\$1.00 Per Ft		
	NOZZLE TESTING	\$15.00 Each		
		And the Change		

Jim Ford - 908-482-0258 jford@waterwayinc.com

SERVICE TEST INCLUDES:

- Test all hose to NFPA 1962 standards
- Unpack/Re-pack all hose beds & racks
- Check all couplings/lubricate
- Check and replace all gaskets as needed
- Test ladders to NFPA 1932
- Heat sensors and labels replaced as required at additional cost
- Pump testing to NFPA 1911
- Nozzle and appliance testing to NFPA 1962
- Complete computer report
- Unique number system

Waterway, Inc. will inspect and service test all hose in accordance with the standards of the NFPA as set forth in the section titles "Care, Use and Maintenance of Fire Hose, Connections and Nozzles." It is expressly understood and agreed that Waterway, Inc. shall not be deemed or held liable, obligated or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of law, or otherwise, relative to the use of any tested fire hose, connections or nozzles after the date of inspection. Furthermore, Waterway, Inc. will not be held liable, obligated or accountable for any hose lengths that fail during testing under specified conditions and pressures.

The customer will be responsible for the water supply and any costs associated with the testing. A computer test record will be supplied upon payment for services.

*** PAYMENT DUE WITHIN 30 DAYS OF TEST COMPLETION ***
_*** Sign and return one copy of this estimate. *

SIGNATURE

DATE March 15, 2017

<u>HURST HP RESCUE SYSTEM PREVENTATIVE MAINTENANCE</u> <u>AGREEMENT - 2017</u>

BILLING ADDRESS: 257 WARNER ST	-	doverfirecommissioner2@comcast.net
TOMS RIVER NJ 08755	FAX:	732–363–2695
ADDRESS: 257 WARNER ST.	PHONE: _	732-363-2245
COMPANY: COMMISSIONERS, DIST. #2	CONTACT	T: Darlene Gargano, Business Administr

This agreement authorizes TASC FIRE APPARATUS, INC. (authorized sales and service distributor for Hurst Rescue Products and Lukas/Centaur Rescue Products) to perform one annual preventative maintenance service on the Hurst HP Rescue System. This contract entitles the buyer to a 10% discount on parts listed in the contract if a service of Hurst equipment is required during the course of the year.

SERVICE PACKAGE – Cost for preventative maintenance is \$850.00* for the first power unit and \$725.00* for each additional power unit.

This package includes parts and labor for:

- Checking pressures and sequence of all power units
- Change hydraulic fluids and oil (on gas units)
- Clean and reseal hydraulic pan
- * Replace spark plugs (on gas units), pump gaskets and pump screens
- * Replace all fuel filters, fuel lines, engine seals and cage feet as needed
- Check all hydraulic lines and check for wear of couplings
- Tighten all rescue tool fittings and tips
- Clean and replace all decals on all Hurst equipment as needed
- * Repair Foot Kit as needed
- ❖ Test spreaders for lifting and holding capacity
- ❖ Time all spreaders, cutters and rams open to close
- ❖ Disassemble, grease and torque cutter blades and/or Combo tool blades

^{*}Any power unit that requires removal for service an additional charge may apply.

A 10% discount from list price for below listed parts as well as additional services required for one year from contract date:

Engine or Motor assembly

Pump Assembly

Gas Tank

Roll cage and attached parts Cutter Blades Couplings	Reservoir Carburetor Assy. Tool housing	Spreader tips/retaining Pin Hoses-pigtails-extensions Control Valves	
Please list units currently in use by	y your Department:		
QTY	QTY		
2 CYCLE	1	4 CYCLE (SINGLE)	
4 ELECTRIC	2	4 CYCLE (SIMO)	
ELECTRIC SIMO	·	4 CYCLE (TRIMO)	
ELECTRIC TRIMO		OTHER	
TOOLS:			
Beign I. Ge	COGNEGANDO	4/s/17 DATE	
Last Service Performed By:		Date:	
Payment Date:		Check #:	
To schedule maintenance, sales or	other work, please call 73	2-431-1515.	



Clean Air Company, Inc.

428 New Brunswick Avenue, Fords, NJ 08863, www.CleanAirCo.com 732-738-8818 (p) 732-738-4914 (f)

QUOTE # CACQ16933 Mar 2, 2017 DATE

Brendan@cleanairco.com

Sold To: Darleen Gargano Toms River Twp Fire District #2

257 Warner St Toms River, NJ 08753 Ship To:

Darleen Gargano Toms River Twp Fire District #2

257 Warner St

Toms River, NJ 08753

Bill To:

Darleen Gargano

Toms River Twp Fire District #2

257 Warner St

Toms River, NJ 08753

Phone (732)363-2245 Phone (732)363-2245 Phone (732)363-2245

This Annual Plymovent PMP Quote includes the three drops at 257 Warner St, five drops at 40 Clayton Ave and the seven drops at Kettle Creek Rd. The Single Man Labor Rate is discounted 100% during the first four months and for the remaining eight months, the single man labor rate will be discounted 20% off the normal rate. Parts are discounted 20% for all 12 months.

	SALESPERSON	PROJECT NAME	PAYMENT TERMS	SH	IP VIA
	Brendan	Toms River Twp Fire	net 30	Best Way	
QTY		DESCRIPTION		UNIT PRICE	TOTAL PRICE
1	Labor and travel ch	arge for first station inspect	ion	\$96.00	\$96.00
2 Inspection of additional station		\$30.00	\$60.00		
15 Inspection of Plymovent hose drop and associated parts		\$115.00	\$1,725.00		

Clean Air Company will replace required parts as needed. We understand that budgets are tight and will do our best to maintain and repair your equipment with no additional costs. In order to reduce travel time and scheduling costs we include an allowance for damaged replacement parts. The allowance is not to exceed a total of \$1,000.00 after discount without authorization from the financial representative. All parts are billed at 20% discount from the manufacturer's list price.

732-363-2245

Appointed Financial Representative's Name

Contact Number

The department shall have a representative available to provide a service technician access to the station(s). This member should be able to drive all vehicles to facilitate the service technician's ability to test the system. In event a representative is unable to stay for the entire inspections, a contact phone number shall be left with the technician.

Inspection Notification

Clean Air Company will advise the department representative prior to scheduling the inspection

Clean Air Company will warranty the systems from additional service labor for 120 days from inspection date, all service labor after 120 days will be billed at 20% discount on all agreements of one annual inspection. Inspections performed twice annually are warrantied on all service calls. Obvious misuse, abuse or forces of nature is not warrantied.

Signed:

\$0.00 SALES TAX **TOTAL** \$1,881.00

Bein J. GEOGHEGAD

PO Number:__

20319

Please contact me if I can be of further assistance.



2017 TESTING CONTRACT

DATE: 2/1/2017		· · · · · · · · · · · · · · · · · · ·	
FROM: Waterway Ne		TO: TOMS RIVER TOWN	SHIP FIRE DISTRICT#2
124 North 12th St. Kenilworth, NJ 07033		257 WARNER AVE:	
908-445-8357 jford@waterwayinc.com		TOMS RIVER, N.J.: 08755	
FAX: 908-445-8194			
TOTAL			
12,945	SILVERTON HOSE	\$.16 Per Ft	
12,035	PL PLAINS HOSE	\$.16 Per Ft	i
2	SILVERTON PUMPS	\$150.00 Each	
6	PL PLAINS PUMPS 🤳	\$150.00 Each	
	LADDER TESTING	\$1-00 Per Ft	
<u></u>	NOZZLE TESTING	+ \$15.00 Each	
/32			

Jim Ford - 908-482-0258 jford@waterwayinc.com

SERVICE TEST INCLUDES:

- Test all hose to NFPA 1962 standards
- Unpack/Re-pack all hose beds & racks
- Check all couplings/lubricate
- Check and replace all gaskets as needed
- Test ladders to NFPA 1932
- Heat sensors and labels replaced as required at additional cost
- Pump testing to NFPA 1911 Nozzle and appliance testing to NFPA 1962
- Complete computer report
- Unique number system

Waterway, Inc. will inspect and service test all hose in accordance with the standards of the NFPA as set forth in the section titles "Care, Use and Maintenance of Fire Hose, Connections and Nozzles." It is expressly understood and agreed that Waterway, Inc. shall not be deemed or held liable, obligated or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of law, or otherwise, relative to the use of any tested fire hose, connections or nozzles after the date of inspection. Furthermore, Waterway, Inc. will not be held liable, obligated or accountable for any hose lengths that fail during testing under specified conditions and pressures.

The customer will be responsible for the water supply and any costs associated with the testing. A computer test record will be supplied upon payment for services.

> *** PAYMENT DUE WITHIN 30 DAYS OF TEST COMPLETION *** ** Sign and return one copy of this estimate. *

SIGNATURE

DATE March 15, 2017

AMERICAN TEST CENTER

Darlene Gargano

Toms River Fire Comm. District

Toms River, NJ 08755

Subject: NFPA Safety Test/Inspection of Aerials and Ground Ladders

American Test Center is pleased to propose the following prices for **2018** equipment inspections. Our inspection and test is performed at your location by a well-equipped crew of certified NDT technicians. Test criteria is based on specifications found in NFPA 1911 Ch.19 and NFPA 1932. <u>ATC's aerial fire apparatus and ground ladder inspections are accredited by A2LA according to ISO 17020.</u>

Please consider the following prices for the specified equipment:

	Item	Description	Qty	Regular Price
A)	Aerial	- Visual Inspection, Load Test, Functional & Operational Test,	2	\$560.00
	(Ladder/Platform	NDT of Critical Areas, On Site Test Report and Review		
		- Annual Test	Sub:	\$1,120.00
B)	Optional	-5 year Full NDT (Non Destructive Test)	0	\$500.00
	Aerial Tests	-Waterway Flow Gauge / Pressure Gauge Check	0	\$100.00
		-Oil Spectroanalysis	0	\$50.00
		(Waterway and Oil Spectroanalysis are included in 5 year test)	Sub:	\$0.00
C)	Ground Ladders	- 18 Point Visual Inspection, Hardware Test, Per Ladder	31	\$40.00
		Horizontal Bend Test		
			0	\$400.00
			Sub:	\$1,240.00
D)	Heat Sensors	- Replace heat sensors as needed	0	\$2.50
	GL Warning Labels	- Replace set of warning labels for 1 Ground Ladder	0	\$6.00
			Sub:	\$0.00
	<u> </u>		Total:	\$2,360.00

The above cost covers all expenses and there are no charges for travel if we are allowed to schedule with other local work.

If you need more information or want to discuss any aspect of testing please call us at 1-800-451-9087, or visit our website at http://www.atctest.com/.

We look forward to being of service to your department.

Best regards, Mark Friede / Sales sales@atctest.com

SAFETY IS NO ACCIDENT

AGREEMENT

WHEREAS, N.J.S.40A:14-68 authorizes the governing body of a municipality to contract with volunteer fire companies within the municipality for the purposes of extinguishing fires, upon such terms and conditions as shall be deemed proper; and

WHEREAS, N.J.S.40A:14-81 provides the Commissioners of a fire district with the same powers, duties and functions within the fire district and to the same extent as municipalities relating to the prevention and extinguishment of fires and the regulation of fire hazards; and

WHEREAS, the Commissioners of Fire District #2 in the Township of Toms River, Ocean County, New Jersey have negotiated an agreement with the fire company within its jurisdiction upon terms that are fair and proper for the provision of fire protection services to the fire district;

It is on this 2^{15th} day of March, 2017, between the Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean, New Jersey (hereinafter called Commissioners) and Pleasant Plains Fire Dept. (hereinafter called Fire Company), and in consideration of the payment to be made as herein described and the exchange of mutual promises, represented and agreed as follows:

- 1. Fire Company will extinguish fires within the fire district or in such other areas or territories as may be contracted for by Commissioners, or pursuant to mutual aid agreements which have been approved by Commissioners. Copies of all such contracts or agreements shall be furnished to Fire Company. For purposes hereof, the term "extinguishing fires" shall be used in its broadest and most universal sense.
- 2. Nothing herein shall be construed to increase any liability on the part of the Fire Company to the public for errors or omissions in the performance or non-performance of its duties hereunder or pursuant to any other requirement.
- 3. The fire fighter members of the Fire Company, in performing fire duties shall be deemed to be exercising a governmental function.
- 4. The fire fighter members of the Fire Company shall be under the supervision and control of the Commissioners, and Fire Company may not take any action which is contrary to law or to the by-laws or to the official actions of Commissioners. Commissioners shall exercise supervision and jurisdiction over Fire Company in firematic matters only and will not interfere with or seek to regulate the internal administration of Fire Company. Nothing herein contained shall be deemed to authorize Commissioners to direct the actions of the fire officials or fire fighters at a fire scene or to act contrary to the statutory command authority of the fire chief at the fire scene.
- 5. Fire Company shall perform such other duties, directly or indirectly related to the extinguishment of fires, as may be reasonably assigned from time to time by Commissioners.
- 6. In addition to the payment to be made annually by Commissioners to the Fire Company pursuant hereto, Commissioners shall provide workers' compensation insurance coverage for all fire fighters of the Fire Company and liability insurance coverage for the Fire Company and for its apparatus, vehicles and equipment but not for the firehouse or other structures owned by Fire Company. Copies of all liability and workers' compensation insurance policies shall be furnished to Fire Company.
- 7. Commissioners shall reimburse fire fighters for any losses or expenses incurred while engaging in fire duty, subject to reasonable proof of the value of such losses, in accordance with procedures to be established by Commissioners, except for those losses or expenses for which reimbursement shall be provided by Fire Company, e.g., clothing allowance, and except for such losses as are covered by insurance.
 - 8. Commissioners shall pay Fire Company \$111,179 for the period from March 15, 2017 through

March 7, 2018 as reimbursement for the expenses of providing fire protection for the fire district. Said payment shall be made in installments of \$3,992 per month; together with two lump sum payments: one at the first meeting in August in the amount of \$2,750 and the other at the first meeting in November in the amount of \$27,525; in addition, up to \$500 will be paid for expenses incurred based on a list provided by the fire chief, and the balance will be paid to the fire company, for the total amount aforesaid. The latter installment payment of \$27,525 shall be disbursed upon receipt of hose tests, hydrant tests and the list of fire fighter percentages (drills and attendance). The testing of the hose must be done between April 15th and October 15th; the mutual aid drill must be held between April 15th and October 15th; and the annual inspection must be held between April 15th and October 15th. With regard to the funds distributed for the annual Firemen's Convention in Wildwood, New Jersey, the following must be adhered to: 1. Personnel wishing to participate in the parade must help in preparing the truck prior to it leaving for Wildwood, 2. All personnel participating in the parade will do so in uniform (Summer, full dress, etc. as decided by the lead Company from Toms River Township), 3. All expenses for fuel, tolls, and meals while in route issued by the Board will be for those who ride down to Wildwood on the truck, 4. The remaining monies will be distributed equally among all personnel that participate in the convention, 5. No money will be allotted if no truck goes to participate in the parade. Commissioners may request submission of check books or other records or documents to substantiate the compliance of Fire Company with the requirements of this agreement as to all expenditures made of the annual payment aforesaid, provided that if not fully satisfied with such information Commissioners may require an audit of the accounts of Fire Company as to such expenditures, but this in no way obligates the Fire Company to submit to an audit as to any funds received other than from Commissioners. The expense of such audit shall be borne by Commissioners. Fire Company shall cooperate completely with Commissioners and its designated representatives in the conduct of any such audit.

- 9. No contract with any other municipality or fire district for the extinguishment of fires, no mutual aid agreement and no rule or regulation or bylaw relating to same may be adopted without furnishing Fire Company an opportunity for hearing and discussion.
 - 10. For purposes of this agreement, fire fighters shall include "fire police".
- 11. Fire Company will house any apparatus, vehicles or equipment furnished by Commissioners in a safe and secure manner, will observe any rules or regulations promulgated by Commissioners for the maintenance, storage and use of said apparatus, vehicles, and equipment and shall utilize same only in accordance with procedures established by Commissioners and to effectuate the purposes of this agreement. Such rules and regulations shall be in writing and shall be furnished to Fire Company.
- 12. This contract is contingent upon adequate funding being provided in the annual budget as approved by the voters or the municipal governing body, as the case may be.
- 13. Fire Company may not hire or employ any person to perform any function of firematics without the consent of Commissioners, which shall not be unreasonably withheld, but the Commissioners may provide paid employees for use by Fire Company provided that the requirements of L. 1979, c. 453 and subsequent amendments, if any, are observed.
- 14. If any article, section, paragraph, sentence or clause of this agreement is determined to be invalid, same shall be deemed severable and the remainder of the agreement shall survive unless such invalidated language is material to the purposes and intentions of this agreement.
- 15. It is further agreed that this agreement shall be automatically renewable from year to year unless either party notifies the other by written notice of at least 60 days prior to the expiration of this agreement of the intent not to renew. Automatic renewal of this agreement does not constitute, however, acceptance by either party of the prior fiscal year's monetary agreement payable to the fire company, negotiation of which shall continue during the period of automatic renewal until an equitable sum is agreed upon, at which time the agreement shall be so amended. At least 90 days prior to the expiration of this agreement, the Commissioners shall meet with the designated officials of the fire company to determine and set the dollar amount of the agreement and/or make necessary alterations and

amendments to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused their corporate presents to be affixed the day and year first above written.

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

ATTEST:

Brian J. Geoghegan, Clerk

Robert J/Blank, Jr./Chairman

PLEASANT PLAINS FIRE DEPT.

ATTEST:

Abdrew Dorman, Secretary

Brian Doyle, President

AGREEMENT

WHEREAS, N.J.S.40A:14-68 authorizes the governing body of a municipality to contract with volunteer fire companies within the municipality for the purposes of extinguishing fires, upon such terms and conditions as shall be deemed proper; and

WHEREAS, N.J.S.40A:14-81 provides the Commissioners of a fire district with the same powers, duties and functions within the fire district and to the same extent as municipalities relating to the prevention and extinguishment of fires and the regulation of fire hazards; and

WHEREAS, the Commissioners of Fire District #2 in the Township of Toms River, Ocean County, New Jersey have negotiated an agreement with the fire company within its jurisdiction upon terms that are fair and proper for the provision of fire protection services to the fire district;

It is on this 15th day of March, 2017, between the Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean, New Jersey (hereinafter called Commissioners) and Silverton Vol. Fire Company (hereinafter called Fire Company), and in consideration of the payment to be made as herein described and the exchange of mutual promises, represented and agreed as follows:

- 1. Fire Company will extinguish fires within the fire district or in such other areas or territories as may be contracted for by Commissioners, or pursuant to mutual aid agreements which have been approved by Commissioners. Copies of all such contracts or agreements shall be furnished to Fire Company. For purposes hereof, the term "extinguishing fires" shall be used in its broadest and most universal sense.
- 2. Nothing herein shall be construed to increase any liability on the part of the Fire Company to the public for errors or omissions in the performance or non-performance of its duties hereunder or pursuant to any other requirement.
- 3. The fire fighter members of the Fire Company, in performing fire duties shall be deemed to be exercising a governmental function.
- 4. The fire fighter members of the Fire Company shall be under the supervision and control of the Commissioners, and Fire Company may not take any action which is contrary to law or to the by-laws or to the official actions of Commissioners. Commissioners shall exercise supervision and jurisdiction over Fire Company in firematic matters only and will not interfere with or seek to regulate the internal administration of Fire Company. Nothing herein contained shall be deemed to authorize Commissioners to direct the actions of the fire officials or fire fighters at a fire scene or to act contrary to the statutory command authority of the fire chief at the fire scene.
- 5. Fire Company shall perform such other duties, directly or indirectly related to the extinguishment of fires, as may be reasonably assigned from time to time by Commissioners.
- 6. In addition to the payment to be made annually by Commissioners to the Fire Company pursuant hereto, Commissioners shall provide workers' compensation insurance coverage for all fire fighters of the Fire Company and liability insurance coverage for the Fire Company and for its apparatus, vehicles and equipment but not for the firehouse or other structures owned by Fire Company. Copies of all liability and workers' compensation insurance policies shall be furnished to Fire Company.
- 7. Commissioners shall reimburse fire fighters for any losses or expenses incurred while engaging in fire duty, subject to reasonable proof of the value of such losses, in accordance with procedures to be established by Commissioners, except for those losses or expenses for which reimbursement shall be provided by Fire Company, e.g., clothing allowance, and except for such losses as are covered by insurance.
 - 8. Commissioners shall pay Fire Company \$117,475 for the period from March 15, 2017 through

March 7, 2018 as reimbursement for the expenses of providing fire protection for the fire district. Said payment shall be made in installments of \$4,825 per month; together with two lump sum payments: one at the first meeting in August in the amount of \$2,750 and the other at the first meeting in November in the amount of \$25,825; in addition, up to \$500 will be paid for expenses incurred based on a list provided by the fire chief, and the balance will be paid to the fire company, for the total amount aforesaid. The latter installment payment of \$25,825 shall be disbursed upon receipt of hose tests, hydrant tests and the list of fire fighter percentages (drills and attendance). The testing of the hose must be done between April 15th and October 15th; the mutual aid drill must be held between April 15th and October 15th; and the annual inspection must be held between April 15th and October 15th. With regard to the funds distributed for the annual Firemen's Convention in Wildwood, New Jersey, the following must be adhered to: 1. Personnel wishing to participate in the parade must help in preparing the truck prior to it leaving for Wildwood, 2. All personnel participating in the parade will do so in uniform (Summer, full dress, etc. as decided by the lead Company from Toms River Township), 3. All expenses for fuel, tolls, and meals while in route issued by the Board will be for those who ride down to Wildwood on the truck, 4. The remaining monies will be distributed equally among all personnel that participate in the convention, 5. No money will be allotted if no truck goes to participate in the parade. Commissioners may request submission of check books or other records or documents to substantiate the compliance of Fire Company with the requirements of this agreement as to all expenditures made of the annual payment aforesaid, provided that if not fully satisfied with such information Commissioners may require an audit of the accounts of Fire Company as to such expenditures, but this in no way obligates the Fire Company to submit to an audit as to any funds received other than from Commissioners. The expense of such audit shall be borne by Commissioners. Fire Company shall cooperate completely with Commissioners and its designated representatives in the conduct of any such audit.

- 9. No contract with any other municipality or fire district for the extinguishment of fires, no mutual aid agreement and no rule or regulation or bylaw relating to same may be adopted without furnishing Fire Company an opportunity for hearing and discussion.
 - 10. For purposes of this agreement, fire fighters shall include "fire police".
- 11. Fire Company will house any apparatus, vehicles or equipment furnished by Commissioners in a safe and secure manner, will observe any rules or regulations promulgated by Commissioners for the maintenance, storage and use of said apparatus, vehicles, and equipment and shall utilize same only in accordance with procedures established by Commissioners and to effectuate the purposes of this agreement. Such rules and regulations shall be in writing and shall be furnished to Fire Company.
- 12. This contract is contingent upon adequate funding being provided in the annual budget as approved by the voters or the municipal governing body, as the case may be.
- 13. Fire Company may not hire or employ any person to perform any function of firematics without the consent of Commissioners, which shall not be unreasonably withheld, but the Commissioners may provide paid employees for use by Fire Company provided that the requirements of L. 1979, c. 453 and subsequent amendments, if any, are observed.
- 14. If any article, section, paragraph, sentence or clause of this agreement is determined to be invalid, same shall be deemed severable and the remainder of the agreement shall survive unless such invalidated language is material to the purposes and intentions of this agreement.
- 15. It is further agreed that this agreement shall be automatically renewable from year to year unless either party notifies the other by written notice of at least 60 days prior to the expiration of this agreement of the intent not to renew. Automatic renewal of this agreement does not constitute, however, acceptance by either party of the prior fiscal year's monetary agreement payable to the fire company, negotiation of which shall continue during the period of automatic renewal until an equitable sum is agreed upon, at which time the agreement shall be so amended. At least 90 days prior to the expiration of this agreement, the Commissioners shall meet with the designated officials of the fire company to determine and set the dollar amount of the agreement and/or make necessary alterations and

amendments to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused their corporate presents to be affixed the day and year first above written.

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

ATTEST:

Brian J. Geoghegan, Clerk

Robert J./Blank, Jr., Chairman

Daniel Dickman, President

SILVERTON VOL. FIRE COMPANY

ATTEST:

Robert Leach, Secretary

2017

AGREEMENT

WHEREAS, Toms River Fire District No. 2 is in need of various first aid services concerning the volunteer firemen responding to the scene of a fire; and

WHEREAS, the Pleasant Plains First Aid Squad is desirous of providing said services pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is agreed between the parties as follows:

- 1. When the fire district is dispatched to a fire scene, the first aid squad shall respond to the fire scene with appropriate ambulance and crew for the purpose of providing first aid services to the fire district volunteer fire fighters at the scene. The only fire incidents to which first aid shall respond is structural fires, extrications, second alarm fires, and when otherwise requested by the fire district.
- 2. The fire district shall receive from the first aid squad, quarterly and at year-end, written reports setting forth the total number of responses and the number of responses by each of the first aid members responding to each fire incident.
- 3. The fire district shall have the right to request and receive from first aid a year-end audit relative to the monies paid hereunder.
- 4. The first aid squad shall receive \$5,000 for providing the services set forth herein. The first aid squad shall submit a voucher to the fire district for review and approval by the fire district in order to receive the appropriate monies.
- 5. The term of the agreement shall be for one (1) year from the date of the execution of the agreement and shall continue on a year-to-year basis unless either party submits in writing a letter seeking to terminate the contract at its year-end anniversary.

In Witness Whereof; the parties hereto have set their hands and seals or caused their corporate presents to be affixed.

ATTESTED BY:

THE COMMISSIONERS OF FIRE DISTRICT NO. 2 IN THE TOWNSHIP OF

TOMS RIVER

Brian J. Geoghegan, Clerk

Robert // Blank, Jr., Chairman

PLEASANT PLAINS FIRST AID SQUAD

AGREEMENT

WHEREAS, Toms River Fire District No. 2 is in need of various first aid services concerning the volunteer firemen responding to the scene of a fire; and

WHEREAS, the Silverton First Aid Squad is desirous of providing said services pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is agreed between the parties as follows:

- 1. When the fire district is dispatched to a fire scene, the first aid squad shall respond to the fire scene with appropriate ambulance and crew for the purpose of providing first aid services to the fire district volunteer fire fighters at the scene. The only fire incidents to which first aid shall respond is structural fires, extrications, second alarm fires, and when otherwise requested by the fire district.
- 2. The fire district shall receive from the first aid squad, quarterly and at year-end, written reports setting forth the total number of responses and the number of responses by each of the first aid members responding to each fire incident.
- 3. The fire district shall have the right to request and receive from first aid a year-end audit relative to the monies paid hereunder.
- 4. The first aid squad shall receive \$5,000 for providing the services set forth herein. The first aid squad shall submit a voucher to the fire district for review and approval by the fire district in order to receive the appropriate monies.
- 5. The term of the agreement shall be for one (1) year from the date of the execution of the agreement and shall continue on a year-to-year basis unless either party submits in writing a letter seeking to terminate the contract at its year-end anniversary.

In Witness Whereof; the parties hereto have set their hands and seals or caused their corporate presents to be affixed.

ATTESTED BY:

THE COMMISSIONERS OF FIRE DISTRICT NO. 2 IN THE TOWNSHIP OF TOMS RIVER

Brian J. Geoghegan, Clerk

Robert J. Blank, Jr. Chairman

SILVERTON FIRST AID SQUAD

Thomas Zarycki, Secretary

Sean Moynihan, President