

Wednesday, May 17, 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. Silva, Mr. Duff, Mr. Blank
Absent: Mr. Britton, Mr. Geoghegan.

Application for Membership was received from Bridgette Badalis for active firefighter for Silverton Vol. Fire Company and was accepted by the Board. Application for membership was received from Troy Brezniak for fire police for Silverton Vol. Fire Company and was accepted by the Board. Chairman Blank swore in Bridgette Badalis and Troy Brezniak.

Minutes of the previous meeting – to be tabled until enough members are present to approve.

Received check #000145 dated May 10, 2017 in the amount of \$10,120.14 from Toms River Fire Commissioners for reimbursement of Fire Prevention Bureau revenue for April 2017.

Received check #9464 dated May 14, 2017 in the amount of \$600 from Silverton Vol. Fire Company for reimbursement of insurance for May 2017.

Received check #8806 dated May 11, 2017 in the amount of \$650 from Pleasant Plains Fire Dept. for reimbursement of insurance of May 2017.

Bill from Toms River Fire District #1 in the amount of \$51,151.35 was 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. Silva, Mr. Duff, Mr. Blank.
Nay: None.

Correspondence – All commissioners have been copied.

Communications – Commissioner Blank reported that he is trying to schedule a meeting regarding the Agreement with the Police Department for supervisory services of the dispatchers, but he has had no response.

Apparatus – Commissioner Silva reported that ERS was out to look at the pump on the boat; there is an issue with the discharge oil out through the exhaust on the pump. Chief Sinnott said ERS was at the firehouse making a repair for the thermal imaging camera on 2911. Chief Parente reported that 3059 needs an injection pump; it is on order. He reported that ERS did some work on 3061. Chief Sinnott reported that they had some problems with the fuel pump, and Commissioner Duff fixed it with a new part.

Insurance – Commissioner Duff reported that the Fire Academy law suit was settled the case in the amount of \$321,000 from the insurance company.

Fire Academy – Commissioner Silva reported that there is a work drill on Saturday to get ready for graduation.

Purchasing – Purchasing Agent Gargano reported the following:

- Engine from HGAC – Paperwork from Rosenbauer came in and was sent to the attorney for review
- Pleasant Plains 2 SCPB Paks for repair – waiting for them to be dropped off to the Board office so they can be picked up by New Jersey Fire Equipment
- Silver Bay Car Wash gave the signed vouchers to each Chief/Asst. Chief. Please hand in.
- Reminder – all purchases must have a purchase order before the item/service is purchased. The Board office must be contact in advance of any purchase/service.

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Pleasant Plains report –A motion was offered by Mr. Siva, seconded by Mr. Duff to approve Pleasant Plains’ request for equipment as follows:

- 1 Oil Change for 3000
- 1 Laptop Repair on 3010
- 1 30 lb. Dry Chemical Recharged
- 4 5 Gallon Cans of Nova Cool Foam

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

Silverton report – Chief Sinnott reported that he is having pager problems. Commissioner Blank stated that he will follow up on this. Chief Sinnott reported that there is a mapping issue that needs to be updated regarding new addresses.

A motion was offered by Mr. Silva, seconded by Mr. Duff to approve Silverton’s request for equipment as follows:

- 1 Bullard Thermal Imaging Camera for 2911
- 1 Power House Charger
- 5 Evinrude Boat Oil for Motors on 2906

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

Old Business:

Fill Station – Chief Parente asked if there was any update on purchasing the fill station from GSA. Commissioner Blank stated that the Board is waiting for an opinion from Attorney Braslow. Chief Parente reported that regarding the service for the fill stations. Chief Parente reported that he got a memo from DCA about an air station failure that happened up north, and they recommend the air stations be serviced by the air system representative. He reported that Airpower will provide a quote to do the p/m service the unit for one year. Commissioner Blank asked what we are doing with the old air systems. Chief Parente said that they would like to trade them in, and they discussed putting one at the substation.

New Business:

Preventative Maintenance Agreement for Silverton and Pleasant Plains Generators – A motion was offered by Mr. Silva, seconded by Mr. Duff to approve the preventative maintenance agreements with ERS in the amount of \$550 for Silverton’s generator and with Cooper Power Systems in the amount of \$766.50 for Pleasant Plains’ generator (attached).

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

Renewal of CD at M & T Bank was approved on a motion offered by Mr. Duff, seconded by Mr. Silva.

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

Closed Session – A resolution to go into closed session was introduced by Mr. Duff, seconded by Mr. Silva at 7:50 p.m..

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

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

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WHEREAS, the commissioners have matters to discuss concerning contract negotiations; and

WHEREAS, the commissioners have matters to discuss concerning commissioners' required attendance at meetings; and

WHEREAS, the commissioners have matters to discuss concerning reimbursement of conference expense;

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 8:05 p.m. was offered by Mr. Silva, seconded by Mr. Duff.

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

A motion was offered by Mr. Silva, seconded by Mr. Duff to approve the signing of the Employment Agreement for the Board office staff.

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

A motion was offered by Mr. Silva, seconded by Mr. Duff to reimburse meals and ground transportation expenses with receipts for attendance at conferences at a maximum of \$100 per day; if the person leaves prior to noon, they will be reimbursed one whole day; if there person leaves after noon, they will be reimbursed for one half day (and vice versa for their return); parking is separate.

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

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

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

The meeting was adjourned at 8:07 p.m..

Respectfully submitted,


Christopher Silva
Acting Clerk

E.R.S FLEET REPAIR
 1562 PARTRIDGE ST
 TOMS RIVER NJ 08753
 732-270-1383

5/17/2017 10:04 AM

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Estimate #2059

TOMS RIVER FIRE DIST 2
 257 WARNER ST
 TOMS RIVER NJ 08755

Day Phone : (732) 363-2245 EXT
 Fax Number : 732-363-2695

Vehicle : 9999 Generator Generator
 Fleet # : GEN 29
 Created : 5/17/2017 10:00:48 AM
 Contact : DARLENE

Tag/State : GEN 29 /
 Last Mileage : 1193
 Odometer In : 0
 Odometer Out : 0

Labor/Notes

Qty	Code/Tech*	Description	Unit Price	Price
2.25		LABOR	\$70.00	\$157.50
		PREVENTATIVE MAINTENANCE-		
		CHANGE ALL FILTERS AND OIL.		
		TEST AND RUN GENERATOR		
		TEST TRANSFER SWITCH		
		CHECK VOLTAGE OUTPUT.		

Parts

Qty	Code/Tech*	Description	Condition	Unit Price	Price
1		Oil Filter (Gold)		\$99.09	\$99.09
1		Air Filter (Gold)		\$97.20	\$97.20
1		Fuel Filter (Gold) - Master Pack, Spin-On Fuel		\$18.14	\$18.14
1		Fuel Filter (Gold)		\$24.84	\$24.84
1		Cooling System Filter, Spin-on Coolant Filter		\$23.28	\$23.28
5		Motor Oil 15W40		\$19.99	\$99.95

Sublet/Misc.

Qty	Code/Tech*	Description	Unit Price	Price
1		DISPOSAL	\$10.00	\$10.00

Labor	.....	\$157.50
Parts	.....	\$362.50
Sublet/Misc.	.....	\$0.00
JOB SUPPLIES	.....	\$20.00
Charges	.....	\$10.00
Sales Tax	Tax Exempt	\$0.00
Estimate		\$550.00

E.R.S FLEET REPAIR
1562 PARTRIDGE ST
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732-270-1383

5/17/2017 10:04 AM

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Estimate #2059

TOMS RIVER FIRE DIST 2

Vehicle : 9999 Generator Generator

Estimates are valid for 30 days.



Preventative Maintenance Contract Scope of Service Renewal Commercial NG Liquid Cooled

Bill To: TOMS RIVER FIRE DEPT.
DISTRICT 2
257 WAREN STREET
TOMS RIVER, NJ 08755

Equipment Location: PLEASANT PLAINS FIRE
40 CLAYTON AVE
OFF RT. 9 SOUTH
TOMS RIVER, NJ 08755

Contract Number: 5434 Coverage Period: 05/01/2016 - 04/30/2017 PM Visits/Year: 2

EQUIPMENT

Generator Make & Model: Kohler 60RZG Engine Make & Model: GM 5.7L
Generator Serial Number: 0787282 Engine Serial Number: 5.7L-7982

ATS Make, Model, & Serial Number:

Natural Gas Liquid Cooled Generator

Services are to be performed per equipment manufacturer's applicable instruction manual.

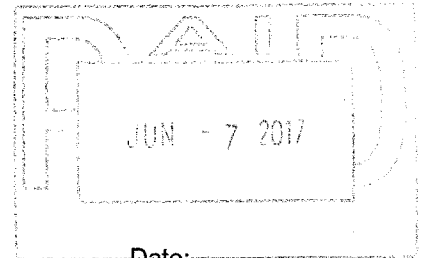
- Inspect Air Cleaner
- Inspect Battery & Charging System
- Check all AC/DC Connections
- Check Voltage & Frequency
- Inspect Voltage Regulator
- Inspect Exhaust System
- Check Engine Block Heater
- Check Cooling System
- Check Spark Plugs (replace annually)
- Check Oil Level (change oil & oil filter annually)
- Check Ignition System - Change rotor/cap if applicable
- Check ATS (all) - Test under load if possible

Additional Commercial Services Available: Please call for pricing.

- Load Bank Testing
- Engine Oil Analysis
- Coolant Analysis
- Opacity Testing

Rates for Additional Service Contract Work:

Labor & Travel: \$125.00
Overtime Labor & Travel: \$187.50
Travel is round trip from Ocean, NJ, or Secaucus, NJ or Hauppauge, NY.



Signature: _____ Date: _____

Name: _____ Daytime Phone: _____

Email Address: _____

Sub-Total:	\$766.50
Sales Tax:	\$0.00
Total:	\$766.50

Email: Julie.genovese@cooper-electric.com

Fax: Authorization to (732) 493-2625
Phone: (732) 245-2336

Mail: CPS, 42 Cindy Lane, Ocean, NJ 07712

Section 1. Customer's Responsibilities: Customer or Customer's authorized agent shall maintain visual service procedures to ensure that the emergency power equipment, including the generator, automatic transfer switch, remote alarm panels, and other related equipment (the "Equipment") is operational between service calls. These procedures should include, but not be limited to, observing fluids leaking from the Equipment, inspecting and maintaining proper fluid levels between preventive maintenance inspections, keeping snow, debris, and landscape material from accumulating in and around the Equipment, performing Equipment exercises as programmed, and reporting any warning light or sound that would indicate a problem. These procedures should be followed to help minimize possible emergency service needs and assure minimum maintenance costs. A record of these maintenance procedures should be maintained by Customer for reference. Customer acknowledges that it received a copy of the Owner's Manual for the Equipment when Customer purchased the Equipment. Customer agrees that, in addition to following the procedures set forth above in this Section 1, it will follow and adhere to the rules and requirements associated with maintenance of the Equipment as set forth in the Owner's Manual. Customer shall remain current on all invoices and understands that Servicing Agent will not perform any service calls on the Equipment if Customer has any past-due invoices.

Section 2. Servicing Agent's Responsibilities: Servicing Agent agrees to carry out those maintenance services on the Equipment as are set forth on page 1 of this Agreement. Insofar as practical, Servicing Agent shall maintain a complete service history and service procedure data for reference in service of the Equipment. It is agreed that this Agreement covers only those items as outlined herein, and it does not include any expense to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, alteration of the Equipment, or improper operation of the Equipment. Servicing Agent agrees to provide a competent factory-trained service organization. To ensure the operating dependability of the Equipment, after each maintenance inspection by Servicing Agent, Servicing Agent will furnish Customer with a written report detailing any conditions found and advising if further service on the Equipment is required.

Section 3. Limitation on Warranties and Liability; Exclusive Remedies: (a) Servicing Agent represents and warrants that any services provided by Servicing Agent hereunder will be performed with that degree of care and skill ordinarily possessed of a person providing similar services under similar conditions. Customer acknowledges and agrees that it must bring any warranty claims within thirty (30) days of Servicing Agent's performance of any non-conforming portion of such services provided hereunder, and Customer's failure to do so will constitute irrevocable acceptance of such services and waiver of any related claims; (b) EXCEPT AS EXPRESSLY PROVIDED IN SUBSECTION 3(a) ABOVE, SERVICING AGENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITEMS FURNISHED OR SERVICES PERFORMED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SERVICING AGENT DOES NOT AUTHORIZE ANY PERSON TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY PERSON MAKING ANY SUCH STATEMENTS; (c) CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO RE-PERFORMANCE OF THE SERVICE, OR CREDIT IN THE AMOUNT OF THE PURCHASE PRICE, AT THE OPTION OF SERVICING AGENT; (d) IN NO EVENT SHALL EITHER PARTY OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES TO PROPERTY, FOR LOSS OF PROFITS OR INCOME, LOSS OF USE OR LOSS OF TIME, WHETHER IN CONTRACT, TORT, OR OTHERWISE RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER OR NOT IT OR THEY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND THE PARTIES FURTHER AGREE THAT, EXCEPT AS TO SERVICING AGENT'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 4(a) BELOW, UNDER NO CIRCUMSTANCES SHALL SERVICING AGENT BE LIABLE TO CUSTOMER UNDER THIS AGREEMENT IN AN AMOUNT TO EXCEED THE CONSIDERATION OF AN ACT OR OMISSION COMMITTED BY SERVICING AGENT; (e) Except to the extent that such terms and conditions expressly conflict with the terms and conditions hereunder, the provision of replacement parts and products by Servicing Agent to Customer, if any, shall also be subject to Servicing Agent's standard terms and conditions for the sale of goods in effect from time to time; (f) Neither Servicing Agent, nor its parent or affiliates, nor any of its/their directors, officers, employees, agents or representatives shall be responsible for Servicing Agent's default under this Agreement, or any delay or failure to render services contemplated hereunder, due to causes beyond Servicing Agent's control, including strikes, labor disputes, acts of God, or the like.

Section 4. Indemnification: (a) Servicing Agent shall defend, indemnify and hold Customer harmless from and against all claims, actions, damages, losses and expenses, including reasonable attorneys' fees, on account of bodily injuries (including death) or property loss or damage to others (including Servicing Agent's employees) arising out of or resulting from Servicing Agent's performance of this Agreement to the extent and degree such claim, action, damage, loss or expense is caused by the negligent act or omission or willful misconduct of Servicing Agent or its employees. Nothing contained herein shall obligate Servicing Agent to indemnify and hold Customer harmless from and against any claim, action, damage, loss or expense to the extent and degree caused by the negligent act or omission or willful misconduct of Customer or its employees. The indemnity obligations of Servicing Agent shall not extend to punitive, incidental, consequential, or indirect damages suffered by Customer. This indemnification provision shall survive termination of the Agreement for a period of eighteen (18) months; (b) Customer shall defend, indemnify and hold Servicing Agent harmless from and against all claims, actions, damages, losses and expenses, including reasonable attorneys' fees, on account of bodily injuries (including death) or property loss or damage to others (including Customer's employees) arising out of or resulting from the performance of this Agreement to the extent and degree such claim, action, damage, loss or expense is caused by the negligent act or omission or willful misconduct of Customer or its employees. Nothing contained herein shall obligate Customer to indemnify and hold harmless Servicing Agent from and against any claim, action, damage, loss or expense to the extent and degree caused by the negligent act or omission or willful misconduct of Servicing Agent or its employees. The indemnity obligations of Servicing Agent shall not extend to punitive, incidental, consequential, or indirect damages suffered by Servicing Agent. This indemnification provision shall survive termination of the Agreement for a period of eighteen (18) months.

Section 5. Emergency and Non-Preventive Maintenance Services: No services or materials are included under this Agreement unless specifically referred to herein. Replacement parts will be billed at prices prevailing at the time of use. It is agreed that Servicing Agent will supply labor and test equipment as necessary to perform the above-indicated preventive maintenance. Servicing Agent offers twenty-four (24) hour emergency service. The after hours number for such emergency service is 732-571-8672. Emergency service and other non-preventive maintenance services carried out by Servicing Agent to Customer between scheduled preventive maintenance service dates will be provided at rates in effect at the time of service for labor, parts and travel time, and Customer shall receive a reduced labor rate in such instances. Travel rates shall only apply for travel to locations accessible by public roads. Lodging and miscellaneous expenses shall be billed at cost plus a handling fee.

Section 6. Taxes: Prices do not include federal, state, or local sales, use, property, or excise taxes. If any such taxes are imposed, Servicing Agent will bill them to Customer as a separate item. In lieu of such taxes, Customer shall provide with each order, a tax exemption certificate, acceptable to the proper taxing authorities.

Section 7. Term; Termination: The term of this Agreement shall commence on the date Servicing Agent accepts from Customer: (i) a signed copy of this Agreement; and (ii) full payment of the Amount Due (the "Effective Date"), and shall continue thereafter for a period of twelve (12) months, unless terminated earlier by the parties hereto. This Agreement may be terminated at any time by either party, for any reason or no reason, upon thirty (30) days' prior written notice to the other party, or such other notice as is required by law, addressed to the last known address of the other party. Other than as to Customer's continuing obligation to pay all sums due to Servicing Agent for all services performed, and materials and equipment supplied, under this Agreement, which such sums shall be immediately due in full upon termination by either party, as provided in this Agreement, or otherwise, no claim for damages on account of such termination shall arise against either party.

Section 8. Amendment; Assignment: This Agreement may not be altered or amended, except as mutually agreed to in writing by the parties hereto. This Agreement is entered into and made effective solely by and between Servicing Agent and Customer, and may not be assigned, in whole or in part, by either party hereto.

Section 9. Relocation of Customer; Sale or Transfer of the Equipment: If Customer shall relocate to an address other than the location of Customer at the time of the Effective Date hereof, this Agreement shall be immediately terminated and, upon such termination, all obligations of Servicing Agent under this Agreement shall cease. If Customer sells or otherwise transfers title to the Equipment to a third-party not a party to this Agreement, this Agreement shall immediately terminate and all obligations of Servicing Agent under this Agreement shall cease.

