

Toms River Fire Commissioners, District No. 2

Minutes

DATE March 16, 2022

A regular meeting of the Toms River Fire Commissioners, District No. 2 was called to order at 17:00 hrs. at the Pleasant Plains Firehouse, 40 Clayton Avenue Toms River, New Jersey. Chairman Britton 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. Duff, Mr. Heroy, Mr. Seiders, Mr. Willson

Absent: Mr. Britton

Application for Membership was received from John Patitikas and was accepted as an active firefighter for Silverton Fire Company on a motion offered by Mr. Willson, seconded by Mr. Duff. Joseph Zajac and was accepted as an active firefighter for Silverton Fire Company on a motion offered by Mr. Willson, seconded by Mr. Duff will be sworn in March 17, 2022.

Minutes of the previous meeting were approved on a motion offered by Mr. Duff, seconded by Mr. Willson, 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 was taken; Present: Mr. Duff, Mr. Heroy, Mr. Seiders, Mr. Willson

Nay:

Cash Receipts:

Received check #000282 dated 03/09/2022 in the amount of \$14,912.80 from the Toms River Fire Commissioners for 2/22 Revenue.

Bills: were presented for payment by Mr. Duff and were approved to be paid on a motion offered by Mr. Duff, seconded by Mr. Willson. Each commissioner abstains to his voucher, if any.

Roll call was taken; Present: Mr. Duff, Mr. Heroy, Mr. Seiders, Mr. Willson

Nay:

Asbury Park Press	281.00	New Jersey Fire Equipment	375.70
Atlantic IT	250.00	New Jersey Natural Gas	662.80
Bank of America	275.09	NJ State Assoc of Fire Districts	300.00
Richard Braslow ESQ	140.00	Prestige Car Wash	42.92
Clean Air Company	2,405.25	Rackspace	663.30
Continental Fire & Safety	7,518.95	Riggins	1,264.00
ERS	1,418.00	State Health Care Benefits	6,002.58
Hartford	119.31	Suez	1,040.73
Home Dept	67.34	The Stress Center	285.00
JCP&L	375.22	Toms River Fire #1	104,196.38
JJD Handyman	365.00	Toms River Fitness	160.00

Total \$128,208.57

Correspondence: Correspondence has been provided to all commissioners

Apparatus: Mr. Seiders reported that 3041 was looked at and is ok. Mr. Willson reported that there was some damage on 293 laccess ladder. Also reported that 2906 is going to get boat work done.

Fire Prevention Liaison: Mr. Seiders reported that they had 2 interviews on Friday.

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Fire Academy: Mr. Willson reported that there was meeting today and they will be going to monthly meetings.

Purchasing:

Administrator Carson met with the Chiefs and would like to move ahead with purchasing 12 new Knox Boxes at a Cost of approximately 15,000.00.

There was a motion made by Mr. Duff, seconded by Mr. Willson to purchase 12 new Knox boxes.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.

Nay: None

Purchase of boots for FF McGinley that were damaged

Air tool parts for 3033 total cost \$127.32

Nozzles for St. 30 at 400.00 each

There was a motion made by Mr. Duff, seconded by Mr. Seiders to purchase nozzles for Station 30, fire boots and Air tools for 2022.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.

Nay: None

Substation: Administrator Carson reported that the lights were repaired on the Bravo side of the building.

Silverton Report: Chief Keating reported that the meeting for purchases went well.

Pleasant Plains report: Chief Janora reported that there might be some response changes as we were talking about it at the meeting yesterday.

Business Administrator's report: Administrator Carson reported the following:

1. **Knox Box-** Updated current SOG to include language for new pin boxes. Sent to Chiefs for review. New Boxes up for vote tonight.
2. **PL Custom Meeting-** Bills sent to NJEV for radio parts and Hurst Tool issue. TASC advised us now that the tool is fixed and will not need to be replaced.
3. **Army Truck-**met with OEM and TRPD to discuss upgrading all of the 5 tons vehicles
4. **SUEZ Hydrants-** working on getting hydrant map updated as we have 25 new hydrants

Mr. Duff reported that there are some new hydrants in Green Island. Chief Keating reported that there are a bunch of hydrants that are at dead ends and were sold off and some might be fenced in and they are looking into it.

5. **State senate** has a proposal for firefighters to get back \$5,000.00 off on there taxes to help with the recruitment of new fire fighters. Administrator Carson reported that in that email there was a phone number you can call and something you can sign. He will send it out to all the Chiefs.

New Business:

Resolution for Award of a Non-Fair and Open Contract. Administration Carson reported that it the contract to give to Nottingham Insurance for 2022-2023, The difference in last year and this year is there is a \$1,937 raise in the premium as we raise the cost of apparatus value to today's market value. A motion was made by Mr. Duff, seconded by Mr. Willson.

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Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

2022 Aerial Platform Service – was awarded to Blaze Emergency Equipment for 3065 \$1,485 (same as last year) and ERS 2905 \$1600 a motion offered by Mr. Duff, seconded by Mr. Seiders.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Breathing Air Systems was awarded to Continental 3,480.00 done already. Service was performed on 1/8/2022 a motion was offered by Mr. Duff, seconded by Mr. Seiders.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Hose Testing Contract was awarded to Waterway for \$.19 per ft a motion was offered by Mr. Duff, seconded by Mr. Willson.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Pump Testing was awarded to Waterway \$250 each a motion was offered by Mr. Duff, seconded by Mr. Seiders.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Ladder Testing was awarded to American Test Center \$40 each and \$560 for Annual Aerial a motion offered by Mr. Duff, seconded by Mr. Willson.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Plymovent Systems was awarded to Clean Air for all three locations \$2,426 plus any parts a motion offered by Mr. Duff, seconded by Mr. Seiders.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Network Administrator was awarded to Atlantic IT Solutions \$250 Per month a motion offered by Mr. Duff, seconded by Mr. Willson.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Pleasant Plains Generator Service Agreement was awarded to Cooper Power Systems \$846 PP, Substation 2 x 685.34 each Silverton Diesel ERS \$736.06 a motion was offered by Mr. Duff, seconded by Mr. Willson.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Weed Control Contract was awarded to Tru Green in the amount of \$242.56 (4 applications) at the Substation on a motion offered by Mr. Duff, seconded by Mr. Willson.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Cleaning Service at the Substation was awarded to Nancy Dunham @ \$75 per week on a motion offered by Mr. Willson, seconded by Mr. Seiders.

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Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Fire Protection Services Agreement was awarded to Pleasant Plains Fire Dept. & Silverton Vol. Fire Company a motion was offered by Mr. Duff, seconded by Mr. Seiders.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Annual Pest Control was awarded to Action in the amount of \$120.00 for Warner Street a motion was offered by Mr. Willson, seconded by Mr. Heroy

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Website was awarded to IONIS \$215.41 annually a motion offered by Mr. Duff, seconded by Mr. Willson pending going to Go Daddy.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Closed Session: A resolution was introduced by Mr. Willson seconded by Mr. Duff to go into closed session at 17:18 hrs.

Roll call was taken; Present: Mr. Duff, Mr. Heroy, Mr. Seiders, Mr. Willson

Nay:

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

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 this matter in closed session is resolved

Resume Regular Session: A motion was offered by Mr. Duff, seconded by Mr. Seiders to resume regular session at 18:08 hrs.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

There was a motion offered by Mr. Willson, seconded by Mr. Seiders to hire Sima Clapman as a fire inspector.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

There was a motion offered by Mr. Duff, seconded by Mr. Willson to send a letter to Lake Ridge about hydrants bill are no longer reimbursable.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

There was a motion offered by Mr. Willson, seconded by Mr. Duff to award Silverton Fire Aid Squad a Protection Services agreement.

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Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

There was a motion offered by Mr. Willson, seconded by Mr. Duff to deny Protection Services agreement with Pleasant Plains First Aid due to lack of performance and send them a letter notifying them.

Roll call vote; Aye: Mr. Duff, Mr. Willson, Mr. Heroy, Mr. Seiders.
Nay: None

Adjournment: A motion to adjourn the meeting was offered by Mr. Willson, seconded by Mr. Duff.

Roll call was taken; Present: Mr. Duff, Mr. Heroy, Mr. Seiders, Mr. Willson

Nay:

The meeting was adjourned at 18:09 hrs.

Respectfully submitted,


Michael Willson
Clerk

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

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

WHEREAS, the Fire District has a need to acquire insurance services as a non-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 anticipated term of this contract is for the year 2022-2023; and

WHEREAS, Nottingham Insurance Agency has submitted a proposal indicating it will provide insurance services pursuant to the proposal; and

WHEREAS, Nottingham Insurance Agency has completed and submitted a Business Entity Disclosure Certification which certifies that Nottingham Insurance has not made any reportable contribution to a political or candidate committee in the previous one year, and that the contract will prohibit the Nottingham Insurance from making any reportable contributions through the term of the contract; and

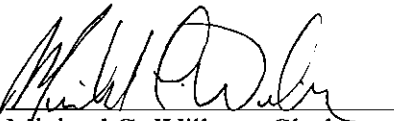
WHEREAS, the Fire District has determined that funds are available concerning the projected expenditures.

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 the Nottingham Insurance as described herein; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed with this resolution.

CERTIFICATION

I, Michael C. Willson, 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 March 16, 2022.



Michael C. Willson, Clerk

2022

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.

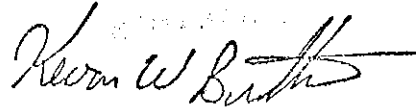
In Witness Whereof; the parties hereto have set their hands and seals or caused their corporate presents to be affixed.

ATTESTED BY:

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

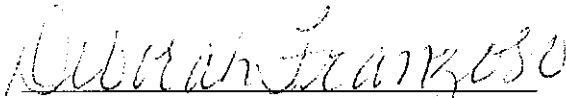


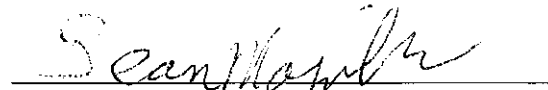
Michael Willson, Clerk



Kevin W. Britton, Chairman

SILVERTON FIRST AID SQUAD



Secretary

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 21st day of March, 2022, 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. The Fire Company agrees to provide fire protection/fire suppression services to all persons and property situated within the boundaries of the fire district or in such areas or territories as may be contracted by the Commissioners, or pursuant to mutual aid agreements which have been approved by the 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. The Fire Company agrees to provide said services seven days a week, twenty-four hours a day in accordance with any and all applicable rules, regulations, standards and laws of the State of New Jersey and any administrative agency having the necessary and proper jurisdiction to prescribe rules and regulations regarding the conduct of firefighting services and activities.

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 firefighter members of the Fire Company, in performing fire duties shall be deemed to be exercising a governmental function. All members seeking membership in the Fire Company shall be subject to criminal background checks, a psychological exam, and a comprehensive medical examination which shall be paid for by the Fire Commissioners and shall be conducted in accordance with the standards established by the Fire Commissioners.

4. The firefighter members of the Fire Company shall be under the supervision and control of the Commissioners, and the Fire Company may not take any action which is contrary to law or to the by-laws or to the official actions of Commissioners. The Commissioners shall exercise supervision and jurisdiction over the Fire Company in firematic matters only and will not interfere with or seek to regulate the internal administration of the Fire Company. Nothing herein contained shall be deemed to authorize the Commissioners to direct the actions of the fire officials or firefighters at a fire scene or to act contrary to the statutory command authority of the fire chief or incident commander at the fire scene.

5. The 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 the Commissioners to the Fire Company pursuant hereto, Commissioners shall provide workers' compensation insurance coverage for all firefighters of the Fire Company and liability insurance coverage for the Fire Company and for its apparatus, vehicles, equipment, the firehouse and other structures owned by the Fire Company. Copies of all liability and workers' compensation insurance policies shall be furnished to the Fire Company.

7. Commissioners shall reimburse the firefighters 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 the Commissioners, except for those losses or expenses for which reimbursement shall be provided by the Fire Company, e.g., clothing allowance, and except for such losses as are covered by insurance.

8. The Commissioners shall pay the Fire Company \$110,479.00 for the period from March 21, 2022 through March 20, 2023 as reimbursement for the expenses of providing fire protection for the fire district. Said payment shall be made in Quarterly installments commencing on April 15, 2022 and continuing on or about the fifteenth (15th) day of July, October, and January thereafter of \$27,619.75 per quarter. The 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 the Commissioners may require an audit of the accounts of the 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 the Commissioners. The Fire Company shall cooperate completely with the Commissioners and its designated representatives in the conduct of any such audit. The Fire Commissioners shall establish and maintain for the benefit of the members of the Fire Company a length of service awards program in accordance with the provisions of the State of New Jersey. Said program shall be funded entirely by the Board.

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 the Fire Company an opportunity for hearing and discussion.

10. For purposes of this agreement, firefighters shall include "fire police".

11. The 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 the Commissioners for the maintenance, storage and use of said apparatus, vehicles, and equipment and shall utilize the 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 the Fire Company. The Fire Company does hereby grant to the Commissioners the right to use the premises, building and grounds to conduct public meetings as may be required and necessary. The Commissioners use of the subject premises shall be subject only to the requirement that the Commissioners shall notify the Fire Company, in advance, of its intention to use the building for such purposes and also subject to the requirement that such use will not interfere with the normal operations of the 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. In the event that the Township of Toms River does not make the quarterly payment of tax revenues required by statute, the payments due to the Fire Company may be suspended and tolled without penalty, until the payment is received.

13. The 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 the 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.

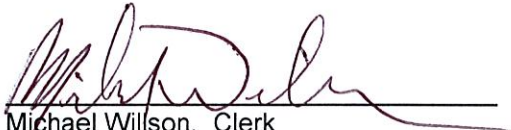
15. It is further agreed that this agreement shall be automatically renewable from year to year

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.

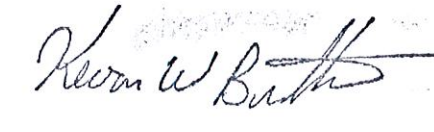
IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused their corporate presents to be affixed the day and year first above written.

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

ATTEST:




Michael Willson, Clerk



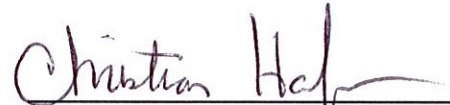
Kevin W. Britton, Chairman

PLEASANT PLAINS FIRE DEPT.

ATTEST:



Secretary



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 21st day of March, 2022, between the Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean, New Jersey (hereinafter called Commissioners) and Silverton Volunteer 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. The Fire Company agrees to provide fire protection/fire suppression services to all persons and property situated within the boundaries of the fire district or in such areas or territories as may be contracted by the Commissioners, or pursuant to mutual aid agreements which have been approved by the 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. The Fire Company agrees to provide said services seven days a week, twenty-four hours a day in accordance with any and all applicable rules, regulations, standards and laws of the State of New Jersey and any administrative agency having the necessary and proper jurisdiction to prescribe rules and regulations regarding the conduct of firefighting services and activities.

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 firefighter members of the Fire Company, in performing fire duties shall be deemed to be exercising a governmental function. All members seeking membership in the Fire Company shall be subject to criminal background checks, a psychological exam, and a comprehensive medical examination which shall be paid for by the Fire Commissioners and shall be conducted in accordance with the standards established by the Fire Commissioners.

4. The firefighter members of the Fire Company shall be under the supervision and control of the Commissioners, and the Fire Company may not take any action which is contrary to law or to the by-laws or to the official actions of Commissioners. The Commissioners shall exercise supervision and jurisdiction over the Fire Company in firematic matters only and will not interfere with or seek to regulate the internal administration of the Fire Company. Nothing herein contained shall be deemed to authorize the Commissioners to direct the actions of the fire officials or firefighters at a fire scene or to act contrary to the statutory command authority of the fire chief or incident commander at the fire scene.

5. The 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 the Commissioners to the Fire Company pursuant hereto, Commissioners shall provide workers' compensation insurance coverage for all firefighters of the Fire Company and liability insurance coverage for the Fire Company and for its apparatus, vehicles, equipment, the firehouse and other structures owned by the Fire Company. Copies of all liability and workers' compensation insurance policies shall be furnished to the Fire Company.

7. Commissioners shall reimburse the firefighters 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 the Commissioners, except for those losses or expenses for which reimbursement shall be provided by the Fire Company, e.g., clothing allowance, and except for such losses as are covered by insurance.

8. The Commissioners shall pay the Fire Company \$121,975.00 for the period from March 21, 2022 through March 20, 2023 as reimbursement for the expenses of providing fire protection for the fire district. Said payment shall be made in Quarterly installments commencing on April 15, 2022 and continuing on or about the fifteenth (15th) day of July, October, and January thereafter of \$30,493.75 per quarter. The 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 the Commissioners may require an audit of the accounts of the 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 the Commissioners. The Fire Company shall cooperate completely with the Commissioners and its designated representatives in the conduct of any such audit. The Fire Commissioners shall establish and maintain for the benefit of the members of the Fire Company a length of service awards program in accordance with the provisions of the State of New Jersey. Said program shall be funded entirely by the Board.

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 the Fire Company an opportunity for hearing and discussion.

10. For purposes of this agreement, firefighters shall include "fire police".

11. The 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 the Commissioners for the maintenance, storage and use of said apparatus, vehicles, and equipment and shall utilize the 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 the Fire Company. The Fire Company does hereby grant to the Commissioners the right to use the premises, building and grounds to conduct public meetings as may be required and necessary. The Commissioners use of the subject premises shall be subject only to the requirement that the Commissioners shall notify the Fire Company, in advance, of its intention to use the building for such purposes and also subject to the requirement that such use will not interfere with the normal operations of the 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. In the event that the Township of Toms River does not make the quarterly payment of tax revenues required by statute, the payments due to the Fire Company may be suspended and tolled without penalty, until the payment is received.

13. The 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 the 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.

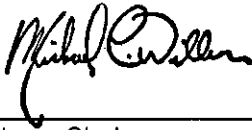
15. It is further agreed that this agreement shall be automatically renewable from year to year

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.

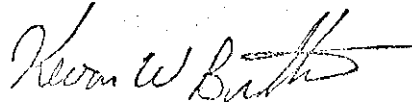
IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused their corporate presents to be affixed the day and year first above written.

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

ATTEST:



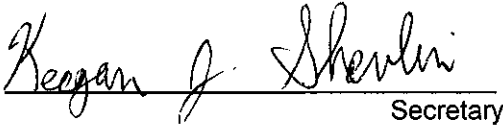
Michael Willson, Clerk



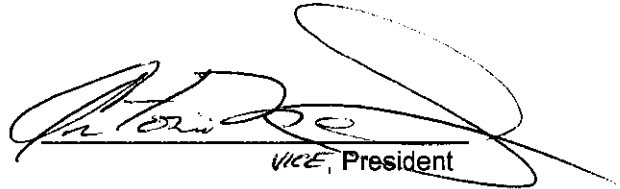
Kevin W. Britton, Chairman

SILVERTON VOLUNTEER FIRE COMPANY.

ATTEST:



Secretary



VICE, President