

Toms River Fire Commissioners, District No. 2

Minutes

DATE December 21, 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. Britton, Mr. Duff, Mr. Heroy,
Mr. Seiders

Absent: Mr. Willson Excused

Application for Membership was received from Devin Dromgoole, and he was accepted on the roster of Silverton Fire Company and Mr. Britton swore him in. Frederick Fritz application was received and he was sworn in at Pleasant Plains Company meeting 12/15/2022.

Minutes of the previous meeting: were approved on a motion offered by Mr. Heroy, seconded by Mr. Duff 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. Britton, Mr. Duff, Mr. Heroy, Mr. Seiders

Nay:

Cash Receipts:

Received check #0727036 from State of New Jersey in the amount of \$523.39 for Pension Refund

Received check #000302 from Toms River Fire District #1 in the amount of \$17,867.48 for November 2022 Bureau 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. Heroy. Each commissioner abstains to his voucher, if any.

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

Nay:

4x Technologies	495.32	JCP&L	348.97
All Hands Fire	2,254.50	Knox	194.00
Asbury Park Press	44.96	NJ Fire Equipment	2,970.00
Atlantic IT Support	250.00	Rackspace	750.95
Bank of America	2,569.86	Serv Tire	40.00

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Apparatus: Mr. Seiders reported Station 30 apparatus is all up and running and Chief Keating reported 2931 Roto Ray is not working.

Fire Prevention Liaison Mr. Seiders reported Chief Novak's retirement celebration will be on January 5 in town hall.

Fire Academy: Mr. Seiders reported the Joint Board is seeking a full time director.

Awards Program: Mr. Britton reported the committee will be meeting tomorrow night at 5:30pm.

Silverton Report: Chief Keating thanked the board for a good year. He asked the board to allow the 4 Chiefs to have input on the Fire Academy going forward.

Pleasant Plains report: Chief Janora also thanks the board and the administrator for a good year. Looking forward to next year as well.

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

1. **Radio System-** meeting today to discuss options on the portables with Police Department. Order will be confirmed.
2. **LOSAP-** working with both companies and liaisons to update the policy for all. Awaiting Rich Braslow for answer on referendum question and will schedule District Meeting with both companies. Met with Lincoln Financial at the League of Municipalities and will set up meeting. **Lincoln Financial meeting is tomorrow at 5:30**
3. **Radio Meeting-** Chiefs met and sent back final list will be scheduled with Wireless to program. Wireless is working on preparing the layout for all radios and will then come and burn them all
4. **Budget-** received first review from State and Brian Logan answered the questions

New Business:

Resolution Budget Transfers There was a motion made by Mr. Duff, seconded by Mr. Seiders to approve the Budget Transfers.

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

Resolution Join Stafford Township Co Op There was a motion made by Mr. Heroy, seconded by Mr. Duff to approve entering the Stafford Township Co Op.

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

Resolution CoOp With Stafford Township For fuel There was a motion made by Mr. Heroy, seconded by Mr. Duff to approve purchasing fuel from Stafford Township Co Op.

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

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Township Chiefs Association There was a motion made by Mr. Duff, seconded by Mr. Seiders to approve replacing recognition of the Township Fire Officers Association with the Township Chiefs Association.

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

There was a motion to adjourn the meeting by Mr. Seiders, seconded by Mr. Duff at 17:16 hrs.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Michael Willson', written over a horizontal line.

Michael Willson
Clerk

Resolution

December 21, 2022

Authorization of Budget Transfers and Encumbrances

WHEREAS, it has become necessary for the Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean to undertake certain transfers and encumbrances relative to the current Commissioners' budget in order to reflect monies expended or encumbered to date by the Commissioners; and

WHEREAS, this resolution shall serve as authorization for said budget transfers and encumbrances as noted herein.

NOW, THEREFORE, be it RESOLVED by the Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean as follows:

(1) The following budget transfers and encumbrances are approved by the Commissioners within the Operating Appropriations portion of the budget:

Monies transferred between the following line items:

From Administration, Office Equipment Maintenance	(\$200.00)
To Administration, Office Equipment and Programming	\$200.00
From Administration, Gas	(\$100.00)
To Administration, Sewer	\$100.00
From Operations, Fire Equipment	(\$41,499.62)
To Operations, Radios and Computers	\$41,499.62

CERTIFICATION

I Michael 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 December 21, 2022.



Michael Willson, Clerk

RESOLUTION NO. 2022 – 101

A RESOLUTION AUTHORIZING THE TOMS RIVER TOWNSHIP FIRE DISTRICT #2 TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH THE TOWNSHIP OF STAFFORD FOR MEMBER PARTICIPATION IN THE STAFFORD TOWNSHIP COOPERATIVE PRICING SYSTEM (ID #33-OCCPS)

WHEREAS, N.J.S.A 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Township of Stafford, hereinafter referred to as the Lead Agency” has offered voluntary participation in a cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on December 21, 2022 the Commissioners of the Toms River Board of Fire Commissioners District #2, County of Ocean, State of New Jersey duly considered participation in a cooperative pricing system for the provision and performance of goods and services;

NOW, THEREFORE, BE IT RESOLVED by the Toms River Fire Commissioners District #2, County of Ocean, State of New Jersey as follows:

1. The Toms River Fire Commissioners District #2 is hereby authorized to enter into a cooperative purchasing agreement with the Lead Agency, Stafford Township, for the purchase of goods and services, providing Certifications of Funds by the Toms River Fire Commissioners District #2 Chief Financial Officer is on file.
2. The Lead Agency, Stafford Township, shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.
3. That a certified copy of this resolution be forwarded to the Board of Fire Commissioners and Stafford Township.
4. The Toms River Fire Commissioners District #2 Business Administrator is authorized to pay the \$500.00 membership fee to the Township of Stafford Cooperative Pricing System on an annual basis.

CERTIFICATION

I, Michael C. Willson, Board Clerk, of the Toms River Fire Commissioners District #2, do hereby certify that the foregoing resolution was duly adopted by Toms River Fire Commissioners District #2 at a meeting held on the December 21, 2022.



Michael C. Willson

Toms River Fire Commissioners District #2 Board Clerk

**STAFFORD TOWNSHIP COOPERATIVE PRICING SYSTEM AGREEMENT
(System ID# 33-OCCPS)**

This Agreement made and entered into this 21st day of December , 2022, by and between the, **TOWNSHIP OF STAFFORD**, having its principal offices located at 260 East Bay Avenue, Manahawkin, NJ 08050, **hereinafter** referred to as the “Lead Agency,” and the **TOMS RIVER FIRE COMMISSIONERS DISTRICT NO. 2**, having its principal offices located at 257 Warner Street Toms River, NJ 08755, **hereinafter** referred to as the “Participating Contracting Unit.”

W I T N E S S E T H

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the Township of Stafford is conducting a voluntary Cooperative Pricing System within the County of Ocean utilizing administrative purchasing services and facilities of the Township of Stafford; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution, as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes.

NOW, THEREFORE, in consideration of the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The work, materials, goods or services, or supplies to be priced cooperatively may include public work supplies, gasoline, diesel and petroleum supplies, vehicles and equipment, office supplies and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.

2. The items and classes of items, which may be designated by the participating contracting units hereto, may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration and during each January thereafter, shall publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) and the State Division of Local Government Services in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and filed as required by law and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.

8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price, which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations, which it has itself received.
13. Nothing in this Agreement shall prevent any Participating Contracting Unit from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided, however, that invitations for such individual bids shall not be advertised, nor Shall bids be received individually, during the period in which the Lead Agency is advertising for and receiving bids for the same items or commodities, except in the case of an emergency or hardship.
14. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
15. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
16. It is agreed that each participating contracting unit shall pay the Lead Agency a prorated share of the administrative cost incurred by the Lead Agency not to exceed **\$500.00**. This amount shall be paid forty-five (45) days from the receipt of billing from the Lead Agency.

17. This Agreement shall become effective immediately subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation at least thirty (30) days prior to the expiration of the first year or any of the succeeding four (4) years.
18. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
19. This Agreement shall be binding upon and ensure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

WITNESS & ATTEST:



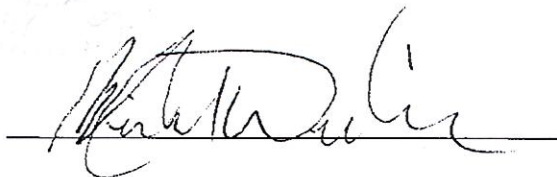
LINDA MARTIN,
~~Acting~~ Township Clerk
(Seal)

TOWNSHIP OF STAFFORD

By


GREGORY MYHRE, Mayor

**TOMS RIVER FIRE
COMMISSIONERS DISTRICT NO. 2**



Board Clerk
(Seal)

By


Chief Financial Officer

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**RESOLUTION AUTHORIZING A SHARED SERVICES
AGREEMENT BETWEEN THE TOWNSHIP OF TOMS RIVER
AND THE TOMS RIVER FIRE COMMISSIONERS DISTRICT NO. 2,
PURSUANT TO THE UNIFORM SHARED SERVICES AND
CONSOLIDATION ACT, N.J.S.A. 40A:65-1 to 35
TO PERMIT THE FIRE DISTRICT TO FUEL ITS VEHICLES
FROM TOWNSHIP FACILITIES**

FEBRUARY 8, 2023

Mr. Cassidy

WHEREAS, the Township of Toms River and the Fire District are both public bodies which serve many of the same taxpayers; and

WHEREAS, it is in the public interest for the Township of Toms River and the Fire District to cooperate in providing services so as to reduce costs to taxpayers; and

WHEREAS, it is deemed in the public interest for both entities to share such equipment, resources, and expertise;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Toms River, in the County of Ocean, and State of New Jersey, as follows:

1. The Mayor is hereby authorized to execute and Township Clerk to attest to a Shared Services Agreement between the Township of Toms River and the Toms River Fire Commissioners District No. 2, to permit the Fire District to fuel its vehicles from Township facilities.

2. The term of this Agreement shall be commence retroactive to January 1, 2023 through December 31, 2027. A copy of the agreement is attached to this resolution as Schedule "A" and made a part hereof.

3. A certified copy of this resolution shall be provided by the Office of the Township Clerk to each of the following:

a) Mayor Maurice B. Hill, Jr.

b) Township Council

SHARED SERVICES AGREEMENT

The **TOWNSHIP OF TOMS RIVER** ("Toms River" or "Township"), a municipal corporation established and operating pursuant to the laws of the State of New Jersey, with offices located at 33 Washington Street, Toms River, New Jersey, 08753, and the **TOMS RIVER FIRE COMMISSIONERS DISTRICT NO. 2** ("Fire District"), a fire district established and operating pursuant to N.J.S.A. 40A:14-70 to -105.1, with offices located at 257 Warner Street, Toms River, New Jersey, 08755, hereby enter into this agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 to -35, for fuel services.

BACKGROUND RECITALS

WHEREAS, the Township and the Fire District are both public bodies which serve many of the same taxpayers; and

WHEREAS, it is in the public interest for the Township and the Fire District to cooperate in providing services so as to reduce costs to taxpayers; and

WHEREAS, this agreement for cooperation between the Township and the Fire District should result in cost savings to the taxpayers; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **Services Received.** The Township will permit the Fire District to fuel its vehicles from Township facilities.
2. **Payment.** The Fire District shall reimburse the Township on a quarterly basis for the cost of fuel obtained at the prevailing rate per gallon.
3. **Effective Date/Term.** This agreement shall take effect retroactively on January 1 2023, and shall remain in effect through December 31, 2027.
4. **Termination.** This agreement may be terminated by either party upon written notice provided to the other no later than 60 days prior to the scheduled termination. Termination by one party negates the entire agreement.
5. **Renewal.** This agreement may be renewed for consecutive five-year terms upon written agreement of both parties.
6. **Entire Agreement.** The parties acknowledge and agree that this writing constitutes the only and entire agreement between the parties and supersedes any prior oral or written agreement.
7. **Interpretation/Construction.** The parties agree that this agreement shall be governed by, and interpreted in accordance with, the laws of the State of New Jersey.

8. **Forum Selection.** Any and all disputes arising out of or relating to this agreement shall be brought in the Superior Court of New Jersey, Ocean County vicinage.

9. **Assignment.** This agreement is non-assignable.

10. **Non-waiver.** The parties agree that a failure or delay in the enforcement of any provision of this agreement by either party shall not constitute a waiver of those provisions.

11. **Severability.** If any provision of this agreement is invalidated by a court or agency of competent jurisdiction, that provision shall be severed and the remainder of the agreement shall remain in full force and effect.

12. **Approval.** The parties represent that this agreement has been formally approved as required by law and voluntarily executed by the officials with the legal authority to do so.

13. **Independent Agencies.** The parties acknowledge and agree that they are associated only for the purposes set forth in this agreement and that each party is an entity separate and distinct from the other.

Township of Toms River

Attest:



MICHAEL CRUOGLIO
Township Clerk



MAURICE B. HILL, JR.
Mayor

Dated: 2/8/2023

Dated: 2/8/2023

Toms River Fire Commissioners District No. 2

Attest:

Brandi Mulholland
BRANDI MULHOLLAND
Clerk

Timothy J. Carson
TIMOTHY J. CARSON
Business Administrator

Dated: 12/21/2022

Dated: 12/21/2022

**RESOLUTION AUTHORIZING A SHARED SERVICES
AGREEMENT BETWEEN THE TOWNSHIP OF TOMS RIVER
AND THE TOMS RIVER FIRE COMMISSIONERS DISTRICT NO. 2,
PURSUANT TO THE UNIFORM SHARED SERVICES AND
CONSOLIDATION ACT, N.J.S.A. 40A:65-1 to 35
TO PERMIT THE FIRE DISTRICT TO FUEL ITS VEHICLES
FROM TOWNSHIP FACILITIES**

FEBRUARY 8, 2023

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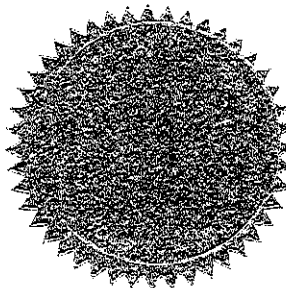
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Toms River, in the County of Ocean, and State of New Jersey, as follows:

1. The Mayor is hereby authorized to execute and Township Clerk to attest to a Shared Services Agreement between the Township of Toms River and the Toms River Fire Commissioners District No. 2, to permit the Fire District to fuel its vehicles from Township facilities.

2. The term of this Agreement shall be commence retroactive to January 1, 2023 through December 31, 2027. A copy of the agreement is attached to this resolution as Schedule "A" and made a part hereof.

3. A certified copy of this resolution shall be provided by the Office of the Township Clerk to each of the following:

- a) Mayor Maurice B. Hill, Jr.
- b) Township Council
- c) Business Administrator
- d) Township Attorney
- e) Certified Financial Officer
- f) Toms River Fire Commissioners
District No. 2
257 Warner Street
Toms River, N 08755



I, MICHAEL CRUOGGIO, MUNICIPAL CLERK OF THE TOWNSHIP OF TOMS RIVER, IN THE COUNTY OF OCEAN, HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF A RESOLUTION APPROVED BY THE TOWNSHIP COUNCIL AT THEIR REGULAR MEETING ON February 8, 2023


Michael Cruoglio, Municipal Clerk

L-Feb 8, 2023-12

Approved as to
Legal Form
Anthony Merlino
Assistant Township Attorney