

Toms River Fire Commissioners, District No. 2
Minutes

DATE February 1, 2023

A regular meeting of the Toms River Fire Commissioners, District No. 2 was called to order at 19:30 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, Mr. Willson

Absent:

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, Mr. Willson

Nay:

Cash Receipts:

Received check #47924 from VFIS in the amount of \$4,722.56 for Insurance payment on 2913.

Received check #47808 from VFIS in the amount of \$500.00 for Insurance payment on 2913.

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. Britton, Mr. Duff, Mr. Heroy,
Mr. Seiders, Mr. Willson

Nay:

Bank Of America	276.88	Primpoint	67.50
Richard Braslow ESQ	473.00	Star Ledger	114.66
Comcast	267.85	Toshiba	681.20
Elite Vehicles	1,530.00	TR Fire Dist #1	2,305.95
ERS	3365.30	Veolia	17,044.92
Nancy Dunham	375.00		
Total	\$26,502.26		

Correspondence: Correspondence has been provided to all commissioners

Apparatus: Mr. Seiders reported 3041 seat is fixed and 3033 is going out on Monday for repairs. Mr. Willson reported that 2979 electrical issue is repaired.

Fire Academy: Chief Instructor Cocco advised that the graduation will be March 27 7pm at OCC.

First Aid: Mr. Duff reported progress was made tonight with the Pleasant Plains First Aid Squad.

Purchasing: Administrator Carson Reported the following

Toms River Fire Commissioners, District No. 2

Minutes

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Station 29 Chief Keating requested 4 Hurst Tool Batteries replaced at a cost of \$2,460, 1 Tempest Fan Battery replaced at a cost of \$1,181.50 and 3 Milwaukee Batteries replaced at a cost of \$537.00. A motion was made by Mr. Willson, seconded by Mr. Duff to purchase the batteries.

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

Nay:

Tango Tango is up for renewal. A motion was made by Mr. Willson, seconded by Mr. Duff to continue with Tango Tango.

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

Nay:

GoFormz is up for renewal at a cost of \$2,160.00 A motion was made by Mr. Heroy, seconded by Mr. Seiders to continue with GoFormz.

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

Nay:

Station 30 Chief Janora is requesting 6 Grain Scoops metal \$300, Elevator Key Set for 3065 and a spare set along with Double Drop Key for each. A motion was made by Mr. Willson, seconded by Mr. Duff to purchase the batteries.

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

Nay:

Substation: Administrator Carson reported the old furniture was taken to the fire academy by FF Lentchner and FF Crosio. Ex Chief Blank helded dispose of old pallets

Silverton Report: Chief Keating reported all was going well.

Pleasant Plains report: Chief Janora reported they are working on getting prices for a cover for the portable pond on the tanker

Business Administrator's report: Administrator Carson reported progress with the budget:

Unfinished Business:

Resolution Shared Service MUA Fuel A motion was made by Mr. Duff, seconded by Mr. Seiders to utilize MUA as a back-up.

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

Nay:

New Business:

Resolution Eligible Organization District #2 was introduced by Mr. Duff, seconded by

Toms River Fire Commissioners, District No. 2

Minutes

DATE February 1, 2023

Mr. Seiders (attached).

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

Resolution Declaring Air Pack Surplus and No Longer useful A motion was made by Mr. Willson, seconded by Mr. Duff to declare surplus and dispose of them.

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

Hold Harmless Agreement Jackson Fire Dist #3 Air Packs A motion was made by Mr. Duff, seconded by Mr. Willson to obtain the air packs.

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

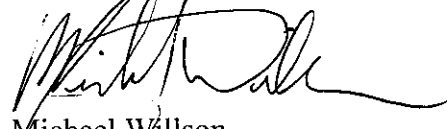
Resolution to declare 3007 Surplus and sell on Gov Deal A motion was made by Mr. Heroy, seconded by Mr. Duff to declare 3007 surplus and sell it on Gov Deals.com.

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

A motion was made by Mr. Willson, seconded by Mr. Duff to adjourn the meeting.

The meeting was adjourned at 19:44 hrs.

Respectfully submitted,



Michael Willson
Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE
TOMS RIVER MUNICIPAL UTILITIES AUTHORITY
AND TOMS RIVER FIRE DISTRICT #2**

THIS AGREEMENT made this 1st day of February, 2023,

BETWEEN:

TOMS RIVER MUNICIPAL UTILITIES AUTHORITY, a utilities authority duly organized pursuant to N.J.S.A. 40:14B-1 et seq., having its principal offices located at 340 West Water Street, Toms River, New Jersey 08753,

Hereinafter referred to as "TRMUA,"

AND:

TOMS RIVER FIRE DISTRICT #2, a public body corporate and politic, having its principal offices located at 1144 Hooper Avenue, Toms River, New Jersey 08753,

Hereinafter referred to as "TRFD2."

THIS AGREEMENT WAS AUTHORIZED BY RESOLUTION OF THE TRFD2
DATED February 1, 2023, AND BY RESOLUTION OF THE TOMS
RIVER MUNICIPAL UTILITIES AUTHORITY DATED

December 13, 2022, 2023,

WHEREAS, the TRFD2 and the TRMUA are both Public Agencies serving the residents and ratepayers of their respective contiguous municipalities; and

WHEREAS, it is deemed in the best interest of the Public for these Agencies to enter into said new agreement.

NOW, THEREFORE, the parties hereunder **DO AGREE** as follows:

1. Purpose: The TRFD2 and the TRMUA jointly enter into this Agreement to provide emergency fueling at the TRMUA in the event the primary TRFD2 fueling location is out of service or product and is of ultimate financial benefit to the taxpayers and/or ratepayers of each respective municipality, district, or service area.
2. Compensation: Invoices shall be submitted to the TRFD2 on a monthly basis for all services rendered. Payment shall be made to the TRMUA within thirty (30) days of receipt of the invoice.
3. Intent and Cap: It is intended that this Agreement be for emergency fuel only. In
4. Authority: The Business Administrator of the TRFD2 and the Executive Director of the TRMUA or their designee(s) shall have the authority to approve or disapprove any request for sharing of equipment, resources, or services.
5. Term: The Initial Term of this Agreement shall commence retroactively on January 1, 2023 and terminate on December 31, 2024. It is the intent to renew this Agreement annually at the reorganization meeting of each Agency.

6. Termination: Either Agency may terminate this Agreement at any time with or without cause (and no cause need to be stated) by giving forty-five (45) days written notice to the other Agency.
7. Indemnification: The performing party shall indemnify, hold harmless, and defend the non-performing party, its elected and appointed officials, employees, officers, and agents against all liability, claims, suits, losses, damages, costs, and demands on account of bodily injury, death, property damage arising out of or connected with the performance of any service authorized by this Agreement.
8. Insurance: During the term of this Agreement, all Agencies will keep in force, at its cost and expense, insurance coverage through the Joint Insurance Fund or other source in connection with worker's compensation, automobile liability, general liability, and other coverage. Each Agency shall provide the other Agency a Certificate of Insurance naming the other Agency as an additional insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other Agency.
9. Entire Agreement: This Agreement identified above constitutes the entire Agreement between the TRFD2 and the TRMUA and supersedes all prior written or oral understandings.
10. Amendments: This Agreement may only be amended, supplemented, modified, or terminated by a duly executed written instrument sign by the Agencies and authorized by resolution of each Agency.
11. No Assignment: Neither the TRFD2 nor the TRMUA shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other party.
12. Non-waiver: It is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement by either party shall not constitute a waiver of those provisions.
13. Severability: If any provision or provisions of this Agreement be determined to be invalid or contrary to New Jersey law only these provisions shall be struck and the remaining provisions of this Agreement shall survive.
14. Independent Public Agencies: The parties acknowledge and agree that they are associated only for the purposes as set forth in this Agreement and each is a public agency separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities, and obligations of the other party beyond what may be required by general law.
15. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate Resolution of each Agency.

16. Governing Law: This Agreement shall be governed, construed, and interpreted in all respects in accordance with the laws of the State of New Jersey.
17. Notices: Any notice that are required under this Agreement shall be hand delivered or mailed to the following addresses:

Toms River Municipal Utilities Authority
340 West Water Street
Toms River, New Jersey 08753
Attn: Executive Director

Toms River Fire District #2
257 Warner Street
Toms River, New Jersey 08755
Attn: Business Administrator

18. Execution of Agreement: This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:


CHRISTINA DIAMANTE
ASSISTANT SECRETARY

TOMS RIVER MUNICIPAL UTILITIES
AUTHORITY


BERNARD W. RUTKOWSKI
EXECUTIVE DIRECTOR

ATTEST:



TOMS RIVER FIRE DISTRICT #2



RESOLUTION

February 1, 2023

**Shared Services
Emergency Fueling Toms River Municipal Utilities Authority**

WHEREAS, the Toms River Fire Commissioners District #2 has a need to have a facility to utilize as an emergency back-up plan for Fueling the fire apparatus, and

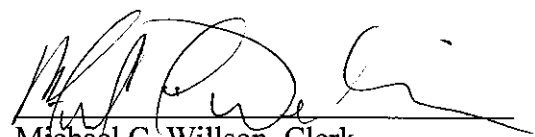
WHEREAS, the Toms River Fire Commissioners District #2 has reviewed, discussed and voted to participate in a shared services agreement with the Toms River Municipal Utilities Authority, and

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. This resolution shall act as a formal adoption that the Toms River Fire Commissioners District #2 appoints Timothy J. Carson, Business Administrator, as the Authorized Signatory to sign any documents necessary to implement the shared Services Agreement with the Toms River Municipal Utilities Authority.

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 February 1, 2023.


Michael C. Willson, Clerk

TOMS RIVER MUNICIPAL UTILITIES AUTHORITY

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
BETWEEN THE TOMS RIVER MUNICIPAL UTILITIES AUTHORITY
AND THE TOMS RIVER FIRE DISTRICT #2 FOR EMERGENCY FUEL**

WHEREAS, The Toms River Municipal Utilities Authority ("TRMUA") and the Toms River Fire District #2 ("TRFD2") are both Municipal Entities (collectively the "Entities") serving the residents and taxpayers of their respective communities; and

WHEREAS, the TRMUA may possess emergency fuel that can be utilized by the TRFD2 to supplement its operations; and

WHEREAS, it is deemed in the best interest of the Public for these Agencies to share such resource in order to perform tasks in the most cost effective way possible for the taxpayers; and

WHEREAS, the Uniform Shared Services and Consolidation Agreement Act, N.J.S.A. 40A:65-1 permits municipalities to enter into agreements for shared services;

NOW, THEREFORE BE IT RESOLVED, by the Toms River Municipal Utilities Authority, County of Ocean, State of New Jersey as follows:

The Executive Director is hereby authorized to execute and the Assistant Secretary to attest to a Shared Services Agreement, which shall be attached hereto and made a part hereof, between the Toms River Municipal Utilities Authority and the Toms River Fire District #2.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the following:

1. Toms River Municipal Utilities Authority Commissioners
2. Toms River Fire District #2 Commissioners
3. Bernard Rutkowski, TRMUA Executive Director
4. Steven Zabarsky, TRMUA Authority Attorney

CERTIFICATION

I, Christina Diamante, Assistant Secretary of the Toms River Municipal Utilities Authority, County of Ocean, State of New Jersey, hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted at a Public Meeting held on December 13, 2022.



Christina Diamante, Assistant Secretary

**SHARED SERVICES AGREEMENT BETWEEN THE
TOMS RIVER MUNICIPAL UTILITIES AUTHORITY
AND TOMS RIVER FIRE DISTRICT #2**

THIS AGREEMENT made this 1st day of February, 2023,

BETWEEN:

TOMS RIVER MUNICIPAL UTILITIES AUTHORITY, a utilities authority duly organized pursuant to N.J.S.A. 40:14B-1 et seq., having its principal offices located at 340 West Water Street, Toms River, New Jersey 08753,

Hereinafter referred to as “**TRMUA**,”

AND:

TOMS RIVER FIRE DISTRICT #2, a public body corporate and politic, having its principal offices located at 1144 Hooper Avenue, Toms River, New Jersey 08753,

Hereinafter referred to as “**TRFD2**.”

**THIS AGREEMENT WAS AUTHORIZED BY RESOLUTION OF THE TRFD2
DATED February 1, 2023, AND BY RESOLUTION OF THE TOMS
RIVER MUNICIPAL UTILITIES AUTHORITY DATED
_____, 2023;**

WHEREAS, the TRFD2 and the TRMUA are both Public Agencies serving the residents and ratepayers of their respective contiguous municipalities; and

WHEREAS, it is deemed in the best interest of the Public for these Agencies to enter into said new agreement.

NOW, THEREFORE, the parties hereunder **DO AGREE** as follows:

1. Purpose: The TRFD2 and the TRMUA jointly enter into this Agreement to provide emergency fueling at the TRMUA in the event the primary TRFD2 fueling location is out of service or product and is of ultimate financial benefit to the taxpayers and/or ratepayers of each respective municipality, district, or service area.
2. Compensation: Invoices shall be submitted to the TRFD2 on a monthly basis for all services rendered. Payment shall be made to the TRMUA within thirty (30) days of receipt of the invoice.
3. Intent and Cap: It is intended that this Agreement be for emergency fuel only. In
4. Authority: The Business Administrator of the TRFD2 and the Executive Director of the TRMUA or their designee(s) shall have the authority to approve or disapprove any request for sharing of equipment, resources, or services.
5. Term: The Initial Term of this Agreement shall commence retroactively on January 1, 2023 and terminate on December 31, 2024. It is the intent to renew this Agreement annually at the reorganization meeting of each Agency.

6. Termination: Either Agency may terminate this Agreement at any time with or without cause (and no cause need to be stated) by giving forty-five (45) days written notice to the other Agency.
7. Indemnification: The performing party shall indemnify, hold harmless, and defend the non-performing party, its elected and appointed officials, employees, officers, and agents against all liability, claims, suits, losses, damages, costs, and demands on account of bodily injury, death, property damage arising out of or connected with the performance of any service authorized by this Agreement.
8. Insurance: During the term of this Agreement, all Agencies will keep in force, at its cost and expense, insurance coverage through the Joint Insurance Fund or other source in connection with worker's compensation, automobile liability, general liability, and other coverage. Each Agency shall provide the other Agency a Certificate of Insurance naming the other Agency as an additional insured and stating that the policy cannot be cancelled except on thirty (30) days written notice to the other Agency.
9. Entire Agreement: This Agreement identified above constitutes the entire Agreement between the TRFD2 and the TRMUA and supersedes all prior written or oral understandings.
10. Amendments: This Agreement may only be amended, supplemented, modified, or terminated by a duly executed written instrument sign by the Agencies and authorized by resolution of each Agency.
11. No Assignment: Neither the TRFD2 nor the TRMUA shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other party.
12. Non-waiver: It is agreed that a failure or delay in the enforcement of any of the provisions of this Agreement by either party shall not constitute a waiver of those provisions.
13. Severability: If any provision or provisions of this Agreement be determined to be invalid or contrary to New Jersey law only these provisions shall be struck and the remaining provisions of this Agreement shall survive.
14. Independent Public Agencies: The parties acknowledge and agree that they are associated only for the purposes as set forth in this Agreement and each is a public agency separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities, and obligations of the other party beyond what may be required by general law.
15. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement has the full power and authority to enter into this Agreement and that this Agreement has been duly authorized by the appropriate Resolution of each Agency.

16. Governing Law: This Agreement shall be governed, construed, and interpreted in all respects in accordance with the laws of the State of New Jersey.
17. Notices: Any notice that are required under this Agreement shall be hand delivered or mailed to the following addresses:
- Toms River Municipal Utilities Authority
340 West Water Street
Toms River, New Jersey 08753
Attn: Executive Director

Toms River Fire District #2
257 Warner Street
Toms River, New Jersey 08755
Attn: Business Administrator
18. Execution of Agreement: This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

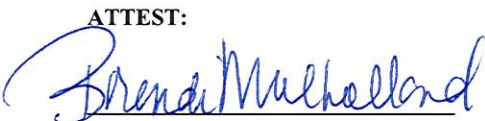
ATTEST:

CHRISTINA DIAMANTE
ASSISTANT SECRETARY


TOMS RIVER MUNICIPAL UTILITIES
AUTHORITY

BERNARD W. RUTKOWSKI
EXECUTIVE DIRECTOR

ATTEST:


Brenda Mulholland

TOMS RIVER FIRE DISTRICT #2


Jeff Ann BA

RESOLUTION

February 1, 2023

Eligible Organization Division of Fire Safety

WHEREAS, the state of New Jersey has created a voluntary program to certify firefighters,
and

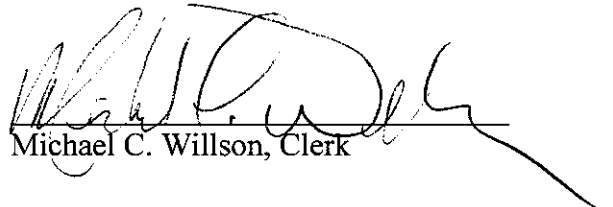
WHEREAS, the Toms River Fire Commissioners District #2 has reviewed, discussed and
voted to participate in the program utilizing both the Silverton Fire House 15 Kettle Creek Road
and the Pleasant Plains Fire House 40 Clayton Avenue, and

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. This resolution shall act as a formal adoption that the Toms River Fire Commissioners
District #2 appoints Timothy J. Carson, Business Administrator, as the Authorized
Signatory to sign any documents necessary to implement the Firefighter Certification
Program in the Toms River Fire Commissioners District #2

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 February 1, 2023.


Michael C. Willson, Clerk

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

Resolution Authorizing Disposal of Personal Property

WHEREAS, the Fire District is the owner of the following equipment:

8 Scott Air Paks which are no longer needed for public use; and

WHEREAS, the Commissioners are desirous of disposing of said equipment as they are no longer serviceable and do not have any value;


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 Disposal of 5 Scott Air Paks

69600649	6/1996	79400181	2/1997
16096	2/1997	16087	2/1997
16080	2/1997	69100637	2/1997
19210717	2/1997	16160	2/1997

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 by the Commissioners at a regular meeting held on February 1, 2023


Michael C. Willson
Clerk

INVENTORY CONTROL SHEET

DATE TAKEN OUT OF INVENTORY: 01/26/2023

FIRE COMPANY: SVFC

DESCRIPTION: SCOTT PACK AP 50

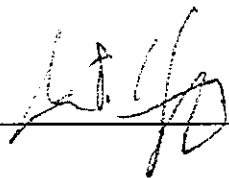
DATE	QTY	ITEM	VENDOR	PO#	COST
6/1/96	1	SCBA AP 50 PACK NUMBER 1 69600649	NJFE	N/A	N/A
2/1/97	1	SCBA AP 50 PACK NUMBER 3 16096	NJFE	N/A	N/A
2/1/97	1	SCBA AP 50 PACK NUMBER 4 16080	NJFE	N/A	N/A
2/1/97	1	SCBA AP 50 PACK NUMBER 5 79400181	NJFE	N/A	N/A
2/1/97	1	SCBA AP 50 PACK NUMBER 6 16087	NJFE	N/A	N/A
2/1/97	1	SCBA AP 50 PACK NUMBER 12 69100637	NJFE	N/A	N/A
2/1/97	1	SCBA AP 50 PACK NUMBER 15 19210717	NJFE	N/A	N/A
2/1/97	1	SCBA AP 50 PACK NUMBER 58 16160	NJFE	N/A	N/A
TOTAL TAKEN OUT OF INVENTORY AND OUT OF SERVICE					0.00

DISPOSAL METHOD:

USED	
THROWN OUT	X
SELL/SOLD	
OTHER: _____	

INSTRUCTIONS:

1) Taken out of Computer Inventory	YES
2) Take off Fire Trax if applicable	N/A

SIGNATURE OF CHIEF: 

cc:Chief

Printed1/26/2023



TOMS RIVER FIRE COMMISSIONERS, DISTRICT NO. 2

**257 WARNER STREET
TOMS RIVER, NEW JERSEY 08755**

**732-363-2245
Fax: 732-363-2695**



**Pleasant Plains Fire Dept.
Clayton Avenue, Toms River, NJ**

January 25, 2023

**Silverton Fire Company
Kettle Creek Road, Toms River, NJ**

JACKSON BOARD OF FIRE COMMISSIONERS DISTRICT #3
200 KIERYCH MEMORIAL DRIVE
JACKSON, NJ 08527

Dear Commissioners:

The Toms River Board of Fire Commissioners District #2 recently underwent bench testing of our Scott Air packs where we had 10 packs fail due to issues with the electronics. While these packs are all purchased in 1996 and 1997 it is not financially wise to make the repairs to the outdated equipment. We are asking if you would be able to donate 10 of your used packs recently replaced for our use until we are able to budget to replace our SCBA in the future. I have enclosed a signed hold harmless agreement if you would be kind enough to honor our request.

Very truly yours,

Timothy J. Carson
Business Administrator

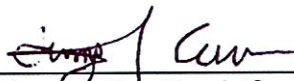
Enc.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The Toms River Fire Commissioners District #2 as an entity and by its individual members, and its successors and assigns, does hereby hold harmless and indemnify THE COMMISSIONERS OF FIRE DISTRICT NO. 3 IN THE TOWNSHIP OF JACKSON, COUNTY OF OCEAN, as an entity and by its individual members relative to any and all liability and claims concerning the donation of (10) Used Scott SCBA Packs. The fire district references its agreement with the terms and conditions as set forth herein by the execution of this agreement by its proper authorized individuals.

Dated: January 25, 2023_____

Attest/Witness



Name: Timothy J. Carson
Title: Business Administrator
(corporate seal if applicable)

BY: 

Name: Brandi Mulholland
Title: Bookkeeper/Clerk

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

Resolution

Disposition of Surplus Property

February 1, 2023

WHEREAS, The Commissioners of Fire District No. 2 in the Township of Toms River, County of Ocean are the owners of one (1) 2000 Freight Liner w/Rescue Body Truck VIN 1FV6HLCA7YHB54587 which has been determined by the Commissioners as personal property not needed any longer for public use; and

WHEREAS, the Commissioners are desirous of selling said surplus property in an “as is” condition without express or implied warranties;

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 sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-83453/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals are available online at govdeals.com and also available from the Board office of the Toms River Fire Commissioners, District No. 2.

(2) The sale will be conducted online, and the address of the auction site is govdeals.com.

(3) The sale is being conducted pursuant to Local Finance Notice 2008-9.

(4) A list of the surplus property to be sold is as follows: 2000 Freight Liner w/Rescue Body Truck VIN 1FV6HLCA7YHB54587, and the odometer reading is

_____.

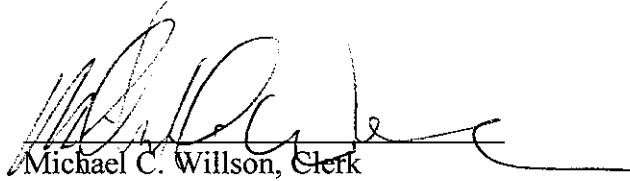
(5) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless

and Indemnification Agreement concerning use of said surplus property.

(6) The Fire District reserves the right to accept or reject any bid submitted.

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 by the Commissioners at a meeting held on February 1, 2023.


Michael C. Willson, Clerk