

Toms River Fire Commissioners, District No. 2

Minutes

DATE March 15, 2023

A regular meeting of the Toms River Fire Commissioners, District No. 2 was called to order at 17:00 hrs. at the, Silverton Firehouse, 15 Kettle Creek Road 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:

Nay: None.

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

Nay:

Cash Receipts:

Received check #47586 from Fire Recovery USA, LLC in the amount of \$1,876.49 for fire recovery.

Received check #310 from Toms River Fire District #1 in the amount of \$18,002.16 for February 2023 Bureau Revenue.

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

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

Nay:

A&A Sales	1,587.82	JJD Handyman	415.00
APP	144.80	MES	2,480.00
Atlantic IT	250.00	NJ Fire Equipment	788.54
Bank of America	245.97	NJNG	638.79
Richard Braslow	215.00	Riggins	2,486.85
Crunch Gym	111.00	SAFET	422.73
Joseph Duff	179.95	Star Ledger	303.16
ERS	7,553.66	T-Mobile	387.42
Henry Schein	2,123.20	TR Fire Dist #1	77,086.27
JCP&L	380.31	TR Fitness	370.00

Total \$98,170.47

Correspondence: Correspondence has been provided to all commissioners

Communication/IT: Mr. Britton advised the CAD was worked on and is back up and running.

Apparatus: Mr. Seiders advised 3051 gauges next week will be replaced.

Toms River Fire Commissioners, District No. 2
Minutes
DATE March 15, 2023

Fire Prevention Liaison: Mr. Seiders advised new clerk and inspectors are up and running.

Fire Academy: Mr. Willson advised Director interview are ongoing.

Awards Program: Administrator Carson advised request for pricing was sent out for the new plan. Bids due back April 3, 2023 by close of business.

Substation: Mr. Britton advised new doorbell is installed.

Silverton Report: Chief Keating advised awaiting budget approval to make purchases.

Pleasant Plains report: Chief Janora advised awaiting budget approval to make purchases.

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

1. **Radio System-** met with PD to go over final number of radios needed. Motorola is working on the system. Towers are started and the room construction is started.
2. **LOSAP-** bid package sent out and received 1 of 3 back already
3. **Radio Meeting-** Programmed officers radios and working through the bugs
4. **Medical Clinic-CMC** is offering a medical clinic March 23 at the fire academy. It will be open to all District 1 and 2 members.
5. **Meridian-** meeting held and putting plan together to update for 2023.

New Business:

2023 Contracts

2023 Aerial Platform Service – was awarded to Blaze Emergency Equipment for 3065 \$1,617.50 and Defender 2905 \$1500 a motion offered by Mr. Duff, seconded by Mr. Heroy.

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

Nay:

Breathing Air Systems was awarded to Continental 3,996.00 done already. Service was performed on 1/5/2023 a motion was offered by Mr. Willson seconded by Mr. Seiders.

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

Nay:

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

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

Nay:

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

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

Nay:

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 was taken; Aye: Mr. Britton, Mr. Duff, Mr. Heroy, Mr. Seiders, Mr. Willson

Toms River Fire Commissioners, District No. 2

Minutes

DATE March 15, 2023

Nay:

HURST Tool was awarded to TASC in the amount of \$6,250 for annual maintenance on a motion by Mr. Duff, seconded by Mr. Heroy.

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

Nay:

Plymovent Systems was awarded to Clean Air for all three locations \$2,179.60 plus any parts a motion offered by Mr. Duff, seconded by Mr. Seiders.

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

Nay:

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

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

Nay:

Radio Repair was awarded to Wireless Communication in the amount of \$95.00 per hour on a motion from Mr. Willson, seconded by Mr. Heroy.

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

Nay:

Pleasant Plains Generator Service Agreement was awarded to Genserve \$675 PP, Substation 2 630.00 each Silverton Diesel ERS \$775.00 a motion was offered by Mr. Duff, seconded by Mr. Willson.

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

Nay:

Weed Control Contract was awarded to Tru Green in the amount of \$258.32 (4 applications) at the Substation on a motion offered by Mr. Duff, seconded by Mr. Willson.

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

Nay:

Cleaning Service at the Substation was awarded to Nancy Dunham @ \$80 per week on a motion offered by Mr. Willson, seconded by Mr. Seiders.

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

Nay:

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 was taken; Aye: Mr. Britton, Mr. Duff, Mr. Heroy, Mr. Seiders, Mr. Willson

Nay:

Toms River Fire Commissioners, District No. 2

Minutes

DATE March 15, 2023

Annual Pest Control was awarded to Action in the amount of \$125.00 for Warner Street a motion was offered by Mr. Willson, seconded by Mr. Heroy

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

Nay:

Resolution for Award of a Non-Fair and Open Contract. Administration Carson reported that it the contract to give to Nottingham Insurance for 2023-2024. A motion was made by Mr. Heroy, seconded by Mr. Willson.

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

Nay:

Resolution for Award of a Non-Fair and Open Contract. Administration Carson reported that it the contract to give to Hackensack Meridian for 2023-2024. A motion was made by Mr. Duff, seconded by Mr. Willson.

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

Nay:

Juvenile Fire Setter Payment A motion was made by Mr. Heroy, seconded by Mr. Seiders to pay for the class up front for the fire inspectors.

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

Nay:

Closed Session: A resolution was introduced by Mr. Duff, seconded by Mr. Willson to go into closed session at 17:15 hrs.

Roll call was taken; Aye: Mr. Britton, 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. Willson, seconded by Mr. Seiders to resume regular session at 17:45 hrs.

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

Nay:

A motion was made by Mr. Heroy, seconded by Mr. Willson to provide round the clock fire protection with 2 firefighters from the township until the temporary fire suppression pump is installed and working.

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

Nay:

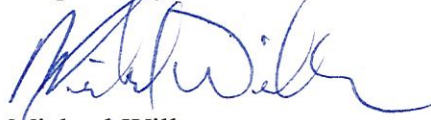
Toms River Fire Commissioners, District No. 2

Minutes

DATE March 15, 2023

The meeting was adjourned at 17:47 hrs.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Michael Willson", with a stylized flourish extending to the right.

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 2023-2024; 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

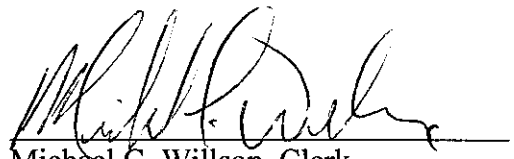
WHEREAS, the Fire District has determined that funds are available concerning the projected expenditures.

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 15, 2023.


Michael C. 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 Healthcare Services**

WHEREAS, the Fire District has a need to acquire healthcare 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 2023-2024; and

WHEREAS, Hackensack Meridian has submitted a proposal indicating it will provide insurance services pursuant to the proposal; and

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

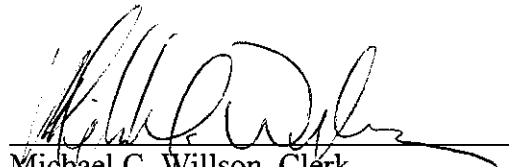
WHEREAS, the Fire District has determined that funds are available concerning the projected expenditures.

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 Hackensack Meridian 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 15, 2023.


Michael C. Willson, Clerk

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, 2023, 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, 2023 through March 20, 2024 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, 2023 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:



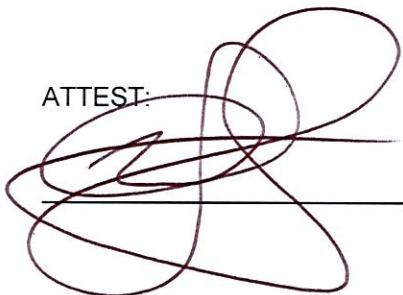
Michael Willson, Clerk



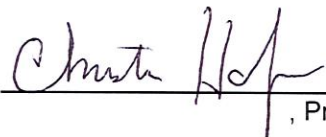
Kevin W. Britton, Chairman

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, 2023, 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, 2023 through March 20, 2024 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, 2023 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



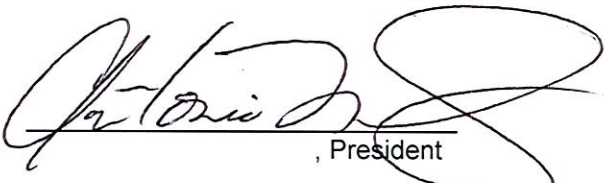
Kevin W. Britton, Chairman

SILVERTON VOLUNTEER FIRE COMPANY.

ATTEST:



Secretary



, President