

JANUARY 5,2011

The regular scheduled meeting was called to order by Vice Chairman Warshany at 8:10pm & Mr. Spevak led all present with the salute to the Flag. Mr. Youssouf read the Sunshine Statement- Notice of the time ,date,location & agenda of this meeting known was duly published at least 48 hrs. in advance of this meeting held by posting in official newspaper of this District. Mr. Spevak was asked to take Roll Call- Kirkland , Flannery, Warshany & Spevak were present. Hogan was excused. Sign in sheet was on table for attendance. Others in attendance were : Youssouf, Petrics , Perrone, Marini , Sorscher, & Sullivan.

Vice Chairman Warshany asked if all Fire Comm had enough time to review minutes from Dec. 1st , Dec. 14 th & Dec. 30 th meetings. Mr. Kirkland made a motion to accept minutes of Dec. 1st & 2nd by Mr. Flannery, approved by all. Mr. Flannery made a motion to accept minutes of Dec. 14th & 2nd by Mr. Kirkland , approved by all. Mr. Kirkland made a motion to accept minutes from Dec. 30 th & 2nd by Mr. Flannery, approved by all.

CHIEF'S REPORT-

Sta. 26-2.....Chief Perrone gave report on amount of Fire calls. Report wasn't Given to Mr. Spevak for month of December 2010

Upcoming Events : Reported by Chief Keaney

1. Jan. 8 th.....Fire Co. Installation Dinner
- 2.. Jan. 10th.....Fire Co. mtg. @ 8pm
3. Jan. 17th.....Right to Know & Bloodborne Pathogens / Sta.12-1
4. Jan. 21st.....Retirement Party / Ex Chief of Police Stu Brown
5. Jan. 24 th.....Work Detail @ 7:30pm
6. Jan. 31 st.....Drill @ 7:30pm
7. Feb. 2nd.....Fire Comm mtg. @ 8pm

Following items reported by Chief Perrone & his Line Officers:

1. (5) new pagers ordered.....discussed possible purchase of portable Radio's
2. Elevator Kit has arrived / was delivered to Freehold Boro DPW
3. Purchase of new equipment to be put on hold until passage of Budget Mid February 2011
4. Chief Perrone introduced new Line Officers for 2011
Capt M.Gesualdo.....Turnout gear
1st Lt M. AulettaRadio's
2nd Lt. E. Belote.....Gear

Sta.12-1.....Asst. Chief Tom Kirkland reported responding to 12 fire calls with 78.80 manhrs. 26-2-area & 9 fire calls with 84.35 manhrs. in 26-2 Primary area.

Mr. Spevak had asked both Chief's of 26-2 & 12-1 for phone lists of Officers

TRUCK REPORT- Sorscher

1. 26-2-78.....Checked all codes/ including , coolant EGR & Turbo / warranty
Replaced coolant level sensor..... Atlantic Detroit Diesel
2. 26-2-90.....Installed new air minder head , bracket & sensorFirst Priority
Replaced all missing screws in all door panels –In House.
3. 26-2-96.....(4) new batteries installed & check charging system
Repair siren Repair right front guidepost lite ... Hunter PeterBilt
4. 26-2-99.....Install new water pump & battery/ 2 gal antifreeze Englishtown Auto

INSURANCE- Warshany / Marini

Discussed vehicles that were in 2010 accidents:

- Keaney / 26-2-67 vehicle VS. Sta 16-1 Rescue Truck
- Spevak / 26-2-77 vehicle VS Keaney pickup truck parked

EQUIPMENT- Flannery

Ordered in GPS units

LEGAL- Youssef

1. Resolution – Budget HearingMr. Youssef read the Budget for 2011 . Mr. Kirkland made a motion to OPEN Budget Hearing to the Public & 2nd by Mr. Flannery, Roll Call Vote – Kirkland, Flannery, Warshany & Spevak voted Yes . Hogan was excused..... There was NO BUSINESS Mr. Kirkland made a motion to CLOSE Budget Hearing to the Public & 2nd by Mr. Flannery. Roll Call Vote- Kirkland, Flannery , Warshany , & Spevak voted Yes . Hogan was excused . Mr. Kirkland made a motion to approve Budget to the Voters & 2nd by Mr. Flannery. Roll Call Vote- Kirkland, Flannery, Warshany & Spevak voted Yes. Hogan was excused.
2. Resolution- Adopting a Temporary Budget for the Year 2011. Motion made by Mr. Kirkland & 2nd by Mr. Flannery. Roll Call Vote- Kirkland, Flannery, Warshany, & Spevak voted Yes . Hogan was excused
3. Cash Management Plan was signed by all Fire Comm. Mr. Kirkland made a motion to accept & 2nd by Mr. Flannery. Roll Call Vote- Kirkland ,Flannery, Warshany & Spevak voted Yes. Hogan was excused.
4. Insurance Brokerage Antitrust Litigation / reimbursement check in the amount of \$4.10copy attached
5. CrossRoad Const. / Pizzolato Const. Lien.....paperwork attached
6. Mr. Youssef discussed the meeting that was held between Mon.County dispatch & local Fire Co'sFire Co's are not paying any dispatch services until all items are settled.
7. Gordon's Corner Water Co./price increases..... Youssef has letter

PRESIDENT of the Fire Co.- Sullivan

1. Bearing froze up in circulator pump /engine bay again recently.
2. Mr. Spevak advised Mr. Sullivan that Service Contract for gas furnace in file Executive office
3. Installation Dinner to be held on Jan 8th @ South Gate Manor/ 6pm

AUDITOR- Petrics

All business was read off by Mr. Youssouf

IT OFFICER- Hall

Report was given

ADMINISTRATOR'S REPORT- Marini

1. Marini asked if any problems with Verizon phones
2. Plumbing bill /replacement of circulator pump from AMI / forwarded to Fire Co.
3. Marini discussed COT usage from CERT'S / Dave Richardson

OLD BUSINESS

Eric Sacks stated that Truck numbered license plates have arrived

NEW BUSINESS - NONE

Mr. Flannery made a motion to OPEN PUBLIC PORTION at 9:05pm & 2nd by Mr. Kirkland ,approved by all. NO BUSINESS Mr. Flannery made a motion to CLOSE PUBLIC PORTION at 9:06pm & 2nd by Mr. Kirkland , approved by all.

TREASURER'S REPORT- Kirkland

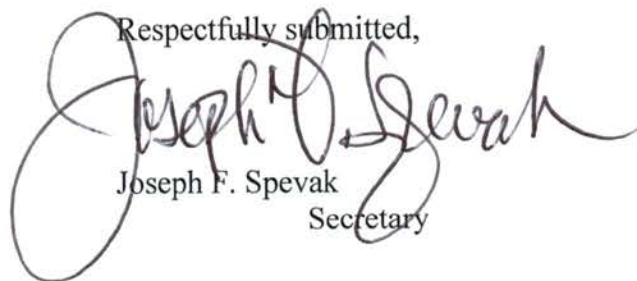
Mr. Kirkland read the bill list. Mr. Spevak made a motion to pay bills in the amount of \$118,320.77 & 2nd by Mr. Flannery, approved by all.

GOOD & WELFARE

1. Mr. Spevak read a thank you card from the Primiano family
2. No Workshop meeting for Jan. 20th

Since there was no further business Mr. Spevak made a motion for adjournment at 9:15pm & 2nd by Mr. Flannery. Approved by all.

Respectfully submitted,

A large, stylized handwritten signature in black ink, appearing to read "Joseph F. Spevak". The signature is written in a cursive, flowing style with large loops and a long tail.

Joseph F. Spevak

Secretary

MANALAPAN TOWNSHIP FIRE DISTRICT NO. 2

MONMOUTH COUNTY, NEW JERSEY

CASH MANAGEMENT PLAN

Be it resolved by the Board of Fire Commissioners Fire District No. 2 of the Township of Manalapan, County of Monmouth, that for the year 2011, the following shall serve as the cash management plan of the Manalapan Township Fire District No. 2.

1. Cash Management and Investment Objectives

The Manalapan Township Fire District No. 2 objectives in this area are:

- A. Preservation of capital.
- B. Adequate safekeeping of assets.
- C. Maintenance of liquidity to meet operating needs.
- D. Diversification of the District's portfolio to minimize risks associated with individual investments.
- E. Investment of assets in accordance with State and Federal Laws and regulations.

2. Designation of Official Depositories

- 1. The following Government Unit Depository Protection Act (GUDPA) approved banks are authorized depositories for deposit of funds:
Brunswick Bank and Trust.
- 2. Designated official depositories are required to submit to the Treasurer a copy of the Governmental Unit Deposit Protection Act Notification of eligibility, which is filed semi-annually with the Department of Banking each June 30th and December 31st of each year.
- 3. Designated official depositories are required to submit to the Treasurer a copy of the institution's "Annual Report" on an annual basis.

3. Designation of Security Broker/Dealers

- 1. The following are approved security broker/dealers: None

4. Cash Management

1. All funds shall be deposited within 48 hours of receipt in accordance with N.J.S.A. 40A:5-15.
2. The Treasurer shall minimize the possibility of idle cash accumulating in accounts by assuring that the amounts in excess of negotiated compensating balances are kept in interest bearing accounts or promptly swept into the investment portfolio.
3. The method of calculating banking fees and compensating balances shall be reviewed on a monthly basis.
4. Investment decisions shall be guided by the cash flow projections prepared by the Treasurer.

5. Permissible Investments

1. Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America.
2. Government money market mutual funds.
3. Any federal agency or instrumentality obligation authorized by Congress that matures within 397 days from the date of purchase, and has a fixed rate of interest not dependent on any index or external factors.
4. Bonds or other obligations of the local unit or school districts of which the local unit is a part of.
5. Any other obligations with maturities not exceeding 397 days, as permitted by the Division of Investments.
6. Local government investment pools.
7. New Jersey State Cash Management Fund.
8. Repurchase agreements of fully collateralized securities.

6. Authority for Investment Management

1. The Treasurer is authorized and directed to make investments on behalf of the District. All investment decisions shall be consistent with this plan and all appropriate regulatory constraints.

7. Safekeeping

1. Securities purchased on behalf of the District shall be delivered electronically or physically to the District's custodial bank, which shall maintain custodial and/or safekeeping accounts for such securities on behalf of the District.

8. Reporting

1. The Treasurer shall report to the Board of Fire Commissioners all purchases of investments in accordance with N.J.S.A. 40A:5-15.2.

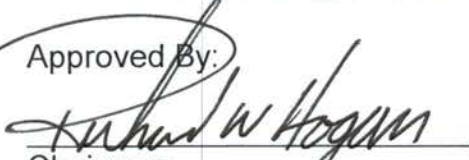
9. Audit

1. The Cash Management Plan shall be subject to annual audit conducted pursuant to N.J.S.A. 40A:5-14.

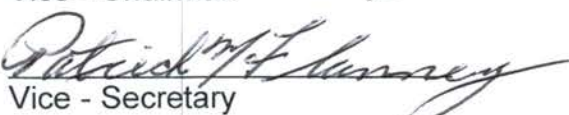
10. Disposition of Abandoned Property

1. The Treasurer shall escheat to the State of New Jersey Checks which remain outstanding for twelve or more months after the date of issuance.

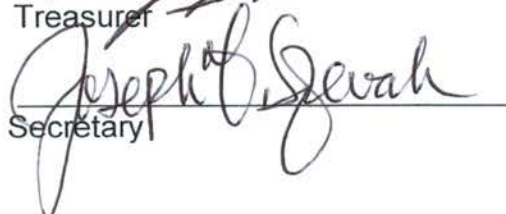
Approved By:


Chairman


Vice - Chairman


Vice - Secretary


Treasurer


Secretary



State of New Jersey
Department of Banking and Insurance
Division of Banking - Depositories
PO Box 040
Trenton, NJ 08625-0040

Chris Christie
Governor
Kim Guadagno
Lt. Governor

Thomas B. Considine
Commissioner
Garret Komjathy
Acting Director

GOVERNMENTAL UNIT DEPOSIT PROTECTION ACT
NOTIFICATION OF ELIGIBILITY

BRUNSWICK BANK & TRUST CO.

The above noted public depository is eligible to act as a depository for public funds. This notification is based on information submitted in the certification statement filed in this Department for the period ending June 30, 2010.

As required in the Act and regulations, subsequent certification statements must be electronically filed in the Department as of March 31, June 30, September 30 and December 31 of each year and at such other times as the Commissioner may require.

This notification will be in effect until a new notification of eligibility is issued by the Commissioner or the Commissioner rescinds the notification of eligibility.

A handwritten signature in black ink, appearing to read "GJK", positioned above the printed name of the Acting Director.

Garret Komjathy
Acting Director, Division of Banking
State of New Jersey

Dated: September 8, 2010

**MANALAPAN TWP. FIRE DISTRICT NO. 2
 TEMPORARY BUDGET
 2011 YEAR**

TEMPORARY BUDGET - 2011 YEAR
 40A:14-78.17

| | | |
|--------------------------------|--|--------------|
| TOTAL APPROPRIATIONS 2010 YEAR | | 1,244,507.00 |
|--------------------------------|--|--------------|

LESS:

| | | |
|-------------------------------|--------------|--|
| PRINCIPAL ON DEBT - 2010 YEAR | (210,000.00) | |
|-------------------------------|--------------|--|

| | | |
|------------------------------|-------------|--|
| INTEREST ON DEBT - 2010 YEAR | (83,598.00) | |
|------------------------------|-------------|--|

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|--|-------------|--|
| CAPITAL IMPROVEMENTS - RESERVE 2010 YEAR | (63,000.00) | |
|--|-------------|--|

| | | |
|------------------|--|--------------|
| TOTAL EXCLUSIONS | | (356,598.00) |
|------------------|--|--------------|

| | | |
|-------------------------------|--|------------|
| APPROPRIATIONS APPLIED TO 14% | | 887,909.00 |
| | | X 14% |

| | | |
|---|--|------------|
| TEMPORARY APPROPRIATIONS (excluding debt & capital improvements) | | 124,307.26 |
|---|--|------------|

| | | |
|---------------------------------|--|-------------------|
| TEMPORARY APPROPRIATIONS | | 124,307.00 |
|---------------------------------|--|-------------------|

SPECIFIC TEMPORARY APPROPRIATIONS:

| | | |
|-------------------------------|------------|--|
| PRINCIPAL ON DEBT - 2011 YEAR | 250,000.00 | |
|-------------------------------|------------|--|

| | | |
|------------------------------|-----------|--|
| INTEREST ON DEBT - 2011 YEAR | 59,488.00 | |
|------------------------------|-----------|--|

| | | |
|----------------------------------|------------|--|
| CAPITAL IMPROVEMENTS - 2011 YEAR | 125,000.00 | |
|----------------------------------|------------|--|

| | | |
|--|-----------|--|
| CAPITAL IMPROVEMENTS - RESERVE 2011 YEAR | 63,000.00 | |
|--|-----------|--|

40A:14-78.14 MUNICIPALITIES AND COUNTIES

a. The board of fire commissioners of any fire district shall, by resolution adopted by not less than 2/3 of its full membership, declare that an emergency exists requiring a supplementary appropriation.

b. The resolution shall be in the form and content to be prescribed by the municipal governing body and shall set out the nature of the emergency in full.

c. A copy of the resolution shall be filed immediately with the governing body.

d. The resolution shall not take effect until the municipal governing body shall by a vote of not less than 2/3 of its full membership approve the emergency appropriation and certify its approval to the fire district.

Adopted. L. 1985, c. 288, §9.

40A:14-78.14. Emergency appropriation as deferred charge. The total amount of all emergency appropriations shall be provided in full by the fire district as a deferred charge in the budget of the next succeeding fiscal year. In the event that the budget is not approved by the voters, that deferred charge shall remain in the budget for the fire district to be adopted by the municipal governing body pursuant to the law.

Adopted. L. 1985, c. 288, §10.

40A:14-78.15. Financing emergency appropriations. A fire district may finance any emergency appropriation from the district's available surplus funds, or may borrow money for a period of time not in excess of one year and execute the necessary evidence of indebtedness.

Adopted. L. 1985, c. 288, §11.

40A:14-78.16. Fire district fiscal year. Commencing January 1, 1986 all fire district fiscal years shall begin on January 1 and end December 31. Any fire district with a fiscal year commencing at any time during 1985, but ending subsequent to December 31, 1985, shall adopt a budget pursuant to law which ends December 31, 1985, notwithstanding that such requirement results in a fiscal year of less than 12 full calendar months of duration. Any budget heretofore adopted for a fiscal year commencing at any time during 1985 but ending subsequent to December 31, 1985 shall be amended such that the fiscal year to which it pertains shall terminate on December 31, 1985, notwithstanding that such action results in a fiscal year of less than 12 full calendar months.

Adopted. L. 1985, c. 288, §12.

40A:14-78.17. Temporary budget. A fire district may and, if any contracts, commitments or payments are to be made prior to the adoption of the budget, shall, by resolution adopted prior to January 15, adopt a temporary budget to make appropriations to provide for the period between the beginning of the fiscal year and the adoption of the budget.

The total of the appropriations so made shall not exceed 14% of the total of the appropriations made for all purposes in the budget for the preceding fiscal year excluding, in both instances, appropriations made for interest and debt redemption charges and capital improvements.

Nothing herein contained shall prevent or relieve the fire district from making appropriations for all interest and debt redemption charges maturing during the fiscal year at any time prior to the date of the adoption of the budget.

Adopted. L. 1985, c. 288, §13.

40A:14-79. Assessment and collection of money authorized by voters. Upon proper certification pursuant to section 9 of P.L. 1979, c. 453 (C. 40A:14-78.5), the assessor of the municipality, in which the fire district is situate shall assess the amount to be raised by taxation to support the district budget against the taxable

property therein amount shall be in the manner as otherwise provided.

The collector shall pay over to the fire district as much of the moneys so assessed as are not so assessed; and the balance between the total amount previously paid and the amount maintaining me

Notwithstanding to the municipality may authorize, 40A:5-14, a sum not greater than the amount received and paid over. The municipality may by concurrent resolution which an amount not greater than herein may be authorized by management plan 40A:5-14.

The committee shall determine if the municipality, a sum of such amount representing tax and cash by said committee. Adopted. L. 1971.

40A:14-80. The fire district commissioners before December 31 of the preceding year shall determine the necessary repairs and necessary repairs received from the fire district appropriation. The amount so borrowed shall be repaid within the annual appropriation.

Adopted. L. 1971.

40A:14-81. The fire district commissioners shall determine the amount to be paid to the fire district for prevention and maintenance of fire services.

Nothing contained herein shall prevent or relieve the fire district from making appropriations for all interest and debt redemption charges maturing during the fiscal year at any time prior to the date of the adoption of the budget.

Adopted. L. 1971.

40A:14-81. The fire district commissioners shall determine the amount to be paid to the fire district for prevention and maintenance of fire services.

CONFIDENTIAL MEMO

TO: BOARD OF FIRE COMMISSIONERS
F.D. NO. 2, TWP. OF MANALAPAN

FROM: JOSEPH D. YOUSOUF, ESQUIRE

RE: CROSSROAD CONSTRUCTION/PIZZOLATO
CONSTRUCTION LIEN

DATED: JANUARY 5, 2011

Accompanying this correspondence are copies of an Affidavit and final Release of Lien issued by Crossroad Construction regarding Don Pizzolato, Inc. According to this Affidavit and final Release of Lien, Crossroad Construction admits that it is indebted to Don Pizzolato, Inc. in the sum of \$2,063.65 and specifies that upon receipt of that amount the subcontractor, meaning Pizzolato, will have received final and full payment for all work performed on the firehouse project. The letter forwarded to my office by Mr. Pizzolato's firm affirms the arrangement between Crossroad and Pizzolato. Based on this documentation, I recommend that the Board settle its claim with Crossroad Construction so this matter can be brought to an end.

Respectfully submitted,

JOSEPH D. YOUSOUF

JDY/hy
Attachments



December 3, 2010

Joseph D. Youssef
137 Route 9 South
PO Box 809
Manalapan, NJ 07726
Tel: 732-972-3010
Fax: 732-972-1521

RE: Manalapan Twp F.D. No.2 Firehouse Project

Dear Mr. Youssef:

The lien issued by Don Pizzolato, Inc. on 10/13/2010 has been satisfied and released as of 11/18/2010; please have your client resume procedures to have this project settled and closed out.

Sincerely,

A handwritten signature in black ink, appearing to read "Davy Gomes".

Davy Gomes
President

312 EMMET STREET, NEWARK, NJ 07114
TEL: (973) 824-1371 FAX: (973) 824-1663



Affidavit & Final Release Of Lien

Project: Renovations and Alterations to the Manalapan Volunteer Fire Co. No.1

Date: November 18, 2010

Owner: The Board of Fire Commissioners, F.D #2 Manalapan Twp.

Project Location: Sweetmans Lane, Manalapan, NJ

Subcontractor: Don Pizzolato, Inc.

Subcontract #:

The above-named subcontractor ("Subcontractor"), for and in consideration of the payments made to it by Crossroad Construction Corp. ("Contractor"), or to a subcontractor, materialman, or supplier of Subcontractor, for labor employed in and/or materials furnished for the construction of the above-referenced Project pursuant to the above-referenced Subcontract, Subcontractor hereby certifies as follows:

1. Upon receipt of the sum of **\$2,063.65**, Subcontractor will have received final payment in full for all deliveries of material to and/or for all work performed in the construction of the Project, and except for receipt of said payment, as an inducement to Contractor to make said payment. Subcontractor hereby affirms that there are no outstanding claims of any nature against Contractor, the Owner of the Project, its lender(s), each and every party acquiring title to and/or making a loan on the Project and the title company or companies examining and/or insuring title to the Project and any and all of their successors and assigns (collectively, the "Contractor/Owner Parties") in connection with this Project.
2. In consideration of payments made to date, Subcontractor does hereby waive, release and quit claim in favor of the Contractor/Owner Parties all rights that presently exist or hereafter may accrue to Subcontractor to assert a lien upon the land and improvements comprising the Project.
3. Contingent upon the receipt of the sum set forth in paragraph 1, Subcontractor does hereby forever release, waive, and discharge the Contractor/Owner Parties from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims and demands whatsoever, in law or equity which Subcontractor and/or its successors and/or assignees ever had or now has against the Contractor/Owner Parties by reason of delivery of material and/or the performance of work relating to the construction of the Project, and Subcontractor hereby agrees to indemnify and hold the Contractor/Owner Parties harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to any claim or lien by any party for work, labor, services, material, and/or equipment which relates to that which was performed or should have been performed by or for Subcontractor.
4. Subcontractor has not assigned and will not assign any claim against the Contractor/Owner Parties, nor any lien or right to perfect a lien against the Project, and Subcontractor has the right, power and authority to execute this document.
5. Subcontractor warrants that (a) all laborers and subcontractors employed by it, and all suppliers or material men from which it has acquired materials incorporated into the Project and any lien or bond claimant relating to Subcontractor's work have been paid in full and (b) none of such laborers, subcontractors, sub-subcontractors, suppliers, materialmen, or claimant has any claim, demand, or lien of any nature against the Project. Subcontractor further warrants that any and all applicable Wages, Income taxes, Employee and Employer FICA taxes, Employer Federal Unemployment Tax Act taxes, and any and all other required Federal, State, or local taxes or fees and benefits relating directly or indirectly to Subcontractors work have been paid in full.
6. No security interest has been given or executed by Subcontractor for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the Project.

IN WITNESS WHEREOF, this Affidavit and Final Release of Lien has been duly executed on this 18 day of Nov, 2010

SUBCONTRACTOR: *Barbara K Pizzolato, President*

By: *Barbara K Pizzolato*

Title: *Pres*
WITNESS: *Donna Venturelli*

Subscribed, sworn to, and acknowledged before me this 18 day of Nov, 2010

Notary Public Signature My Commission Expires: (Notary Seal Here)

DONNA S. VENTURELLI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 02, 2011

312 EMMET STREET, NEWARK, NJ 07114
TEL: (973) 824-1371 FAX: (973) 824-1663

Don Pizzolato, Inc.

facsimile transmittal

| | |
|-------------------------------|---------------------------|
| To: Joe Youssouf | From: Donald E. Pizzolato |
| Company: Attorney | Date: 12/01/10 |
| Fax #: 732-972-1521 | Total No. of Pages: 2 |
| Phone #: 732-972-3010 | Sender's Ref. # |
| RE: Manalapan Fire Company #1 | |

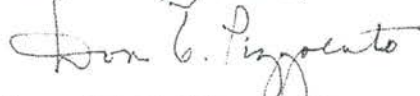
Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

Dear Mr. Youssouf:

Enclosed please find a copy of, "Release of Lien" for the Manalapan Volunteer Fire Company project.

The original was forwarded to Crossroad Construction, so Don Pizzolato, Inc. (DPI) would receive final payment in the amount of \$2,063.65.

Very Truly Yours,



Donald E. Pizzolato

DEP:ds



Affidavit & Final Release Of Lien

Project: Renovations and Alterations to the Manalapan Volunteer Fire Co. No.1

Date: November 18, 2010

Owner: The Board of Fire Commissioners, F.D #2 Manalapan Twp.

Project Location: Sweetmans Lane, Manalapan, NJ

Subcontractor: Don Pizzolato, Inc.

Subcontract #: _____

The above-named subcontractor ("Subcontractor"), for and in consideration of the payments made to it by Crossroad Construction Corp. ("Contractor"), or to a subcontractor, materialman, or supplier of Subcontractor, for labor employed in and/or materials furnished for the construction of the above-referenced Project pursuant to the above-referenced Subcontract, Subcontractor hereby certifies as follows:

1. Upon receipt of the sum of **\$2,063.65**, Subcontractor will have received final payment in full for all deliveries of material to and/or for all work performed in the construction of the Project, and except for receipt of said payment, as an inducement to Contractor to make said payment, Subcontractor hereby affirms that there are no outstanding claims of any nature against Contractor, the Owner of the Project, its lender(s), each and every party acquiring title to and/or making a loan on the Project and the title company or companies examining and/or insuring title to the Project and any and all of their successors and assigns (collectively, the "Contractor/Owner Parties") in connection with this Project.
2. In consideration of payments made to date, Subcontractor does hereby waive, release and quit claim in favor of the Contractor/Owner Parties all rights that presently exist or hereafter may accrue to Subcontractor to assert a lien upon the land and improvements comprising the Project.
3. Contingent upon the receipt of the sum set forth in paragraph 1, Subcontractor does hereby forever release, waive, and discharge the Contractor/Owner Parties from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims and demands whatsoever, in law or equity which Subcontractor and/or its successors and/or assignees ever had or now has against the Contractor/Owner Parties by reason of delivery of material and/or the performance of work relating to the construction of the Project, and Subcontractor hereby agrees to indemnify and hold the Contractor/Owner Parties harmless from any and all damages, costs, expenses, demands, suits, and legal fees, directly or indirectly relating to any claim or lien by any party for work, labor, services, material, and/or equipment which relates to that which was performed or should have been performed by or for Subcontractor.
4. Subcontractor has not assigned and will not assign any claim against the Contractor/Owner Parties, nor any lien or right to perfect a lien against the Project, and Subcontractor has the right, power and authority to execute this document.
5. Subcontractor warrants that (a) all laborers and subcontractors employed by it, and all suppliers or material men from which it has acquired materials incorporated into the Project and any lien or bond claimant relating to Subcontractor's work have been paid in full and (b) none of such laborers, subcontractors, sub-subcontractors, suppliers, materialmen, or claimant has any claim, demand, or lien of any nature against the Project. Subcontractor further warrants that any and all applicable Wages, Income taxes, Employee and Employer FICA taxes, Employer Federal Unemployment Tax Act taxes, and any and all other required Federal, State, or local taxes or fees and benefits relating directly or indirectly to Subcontractors work have been paid in full.
6. No security interest has been given or executed by Subcontractor for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed in the Project.

IN WITNESS WHEREOF, this Affidavit and Final Release of Lien has been duly executed on this 18 day of Nov, 2010

SUBCONTRACTOR: *Barbara K Pizzolato, President*

By: *Barbara K Pizzolato*

Title: *Pres*
WITNESS: *Donna Venturelli*

Subscribed, sworn to, and acknowledged before me this 18 day of Nov, 2010

Notary Public Signature My Commission Expires: (Notary Seal Here)

DONNA S. VENTURELLI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 02, 2011

312 EMMET STREET, NEWARK, NJ 07114
TEL: (973) 824-1371 FAX: (973) 824-1663

MANALAPAN
TOWNSHIP BOARD OF FIRE COMMISSIONERS, DISTRICT #2

JANUARY 1, 2011 RENEWAL

ASSESSMENT PROPOSAL (Annual Premium)

| <u>Coverage</u> | <u>Premium</u> |
|----------------------|----------------|
| Workers Compensation | \$13,245.00 |
| Property | \$23,306.00 |
| General Liability | \$ 8,978.00 |
| Auto Liability | \$12,321.00 |
| Municipal Liability | \$13,415.00 |
| Excess Liability | \$ 2,970.00 |
| Total Assessment | \$74,235.00 |

FIRST premiums are payable with a 50% down payment with the balance due in 6 months.

I hereby certify that the above captioned entity elects this coverage as indicated above and accepts the assessment of the First Responder Insurance Fund effective 01/01/2011. The above captioned entity accepts that the membership terms and conditions are pursuant to the current Resolution to Join or Renew and the Indemnity and Trust Agreement on file with FIRST.

If at the time the Fire District (member) joins the Fund, it cannot join for all types of coverages, it is expressly understood and agreed that the member will participate in all types of coverages as soon as possible. Failure of the member to participate in all lines of coverages by the end of the member's first year of membership in the Fund will result in the termination from the Fund.

Date: _____ Authorized Signature: _____

Ron Petrics

From: Cathy Carey [ccarey@vandykgroup.com]
Sent: Tuesday, November 23, 2010 3:33 PM
To: Ron Petrics
Subject: RE: Manalapan Dist #2 - Estimates of Insurance
Attachments: manto2proposal2011.pdf

Hi Ron,

Attached is the 2011 proposal as requested for the General Liability, Property, Excess Liability, Auto Liability, Municipal Liability and Workers Compensation coverages. These are all coverages effective January 2011.

In addition to the attached proposal are the following which are due to renew in March 2011:

2011 Estimates:
Accident \$ 9,992.00
24 Hour Accident \$ 1,181.00
Group Life \$ 10,179.00

Please let us know if there is anything else you will need.

Sincerely,

Cathy Carey
Account Executive
Van Dyk Group



609-597-3667 (Phone)
609-597-4958 (Fax)
email: ccarey@vandykgroup.com

Trusted Choice

-----Original Message-----

From: Cathy Carey
Sent: Tuesday, November 23, 2010 12:24 PM
To: 'rpetrics@withum.com'
Subject: Manalapan Dist #2 - Estimates of Insurance

Hello Ron,

I received your message and we are working on the estimates and will have to you by the end of today.

Sincerely,
Cathy Carey
Account Executive
Van Dyk Group



609-597-3667 (Phone)
609-597-4958 (Fax)
email: ccarey@vandykgroup.com

Trusted Choice

MANALAPAN
TOWNSHIP BOARD OF FIRE COMMISSIONERS, DISTRICT #2

FIRST RESPONDER INSURANCE FUND
COVERAGE PROPOSAL

1. PROPERTY, INLAND MARINE, AUTO PHYSICAL DAMAGE and BOILER
 - A. Limit of Liability \$100,000,000 Per Occurrence
 - B. Member Deductible \$1,000 Per Occurrence (Property, Inland Marine and Auto)
\$3,500 (Boiler)
 - C. Perils Included Special Perils, including Flood and Earthquake
 - D. Valuation Replacement Cost
 - E. Other Provisions
 - 1) Flood coverage for locations within Special Flood Areas of 100 year flooding shall apply in excess of the National Flood Insurance Plan.
 - 2) Statement of Values and Vehicle Schedule attached.

2. COMPREHENSIVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY
Including Personal & Advertising Injury, Products & Completed Operations, Contractual, and Employee Benefits Liability
 - A. Limits of Liability \$5,000,000 Per Occurrence
Incl. Fire Legal Liability
\$5,000,000 Aggregate (GL only)
\$15,000/\$30,000/\$5,000 UM/UIM
\$250,000 Personal Injury Protection
\$10,000 Auto Medical Exp. Benefits

3. WORKERS COMPENSATION
 - A. Limits of Liability
 - 1) Workers Compensation: Statutory Benefits as required by the State of New Jersey
 - 2) Employers Liability: \$5,000,000 Per Occurrence/
Aggregate

 - B. Workers Comp claims shall be subject to Managed Care

 - C. Based on payroll of \$ 0 for Paid Firemen, 36 Volunteer Firemen and payroll of \$ 40,000 for Clerical Employees.

4. CRIME
 - A. Limits of Liability \$1,000,000 Forgery or Alteration

| | |
|---------------------------------------|--|
| | \$1,000,000 Theft/Disappearance/ Destruction |
| | \$1,000,000 Public Employee Dishonesty and Faithful Performance |
| | \$1,000,000 Statutory Position Bond |
| | \$1,000 Each Loss |
| B. Member Deductible | |
| 5. MANAGEMENT LIABILITY | |
| A. Limits of Liability | \$1,000,000 Per Occurrence |
| | \$3,000,000 Annual Aggregate |
| B. Member Retention | None for Management Liability |
| | \$15,000 Employment Practices |
| 6. ENVIRONMENTAL IMPAIRMENT LIABILITY | |
| A. Limit of Liability | \$1,000,000 |
| B. Member Retention | \$10,000 Per Incident |
| 7. EXCESS LIABILITY | |
| A. Limit of Liability | \$15,000,000 excess of \$5,000,000 |

8. MISCELLANEOUS NOTES

- A. FIRST cedes specific statutory limits of liability and employers' liability in excess of the specific per occurrence retention.
- B. Workers Compensation is NOT auditable. Increases in exposures during the policy period are not subject to additional premium endorsements.
- C. The Van Dyk Group is your Risk Management consultant as outlined in the FIRST program.
- D. Under statute, membership in FIRST requires a 3 year commitment. This proposal represents year 1.
- E. The actual FIRST assessment is outlined on the premium summary that follows.
- F. This form is for illustration purposes only. Please refer to the Fund's Risk Management Plan for specific coverage and exclusions.
- G. This Assessment Proposal is contingent upon a favorable loss control survey.

Insurance Brokerage Antitrust Litigation
c/o Complete Claim Solutions, LLC
P.O. Box 24721
West Palm Beach, FL 33416



0002820280-1574100-NS1029925

***** PRESORTED
MANALAPAN TWP BOFC 2 MANALAPAN TWP FIRE CO 1
PO BOX 54
TENNET NJ 07763-0054



Dear Claimant:

This check represents your reimbursement from the Insurance Brokerage Antitrust Litigation. Pursuant to the Settlement Agreement, Plan of Allocation and Order Granting Class Counsel's Motion for Distribution of Net Cash Settlement Amount, you are entitled to a pro rata distribution of the settlement proceeds.

If you have questions concerning this payment, you may call toll-free 1-866-722-3544. We are unable to give you tax advice concerning this payment. If you need tax advice, consult your tax advisor.

Detach and sign the back of the payment instrument below. This check represents Full and Final Payment of All Claims.

PLEASE KEEP THIS PAYMENT STUB FOR YOUR RECORDS

| Check Number | Claim Number | Description | Amount |
|--------------|--------------|--|--------|
| 1574100 | 0007802505 | Insurance Brokerage Antitrust Litigation | \$4.10 |

Please detach the check below and retain the information above

THIS DOCUMENT CONTAINS ANTI-THEFT DEVICES INCLUDING MICROPRINTING AND VOID PANTOGRAPH. ABSENCE OF THESE FEATURES INDICATE A COPY.

Insurance Brokerage Antitrust Litigation
c/o Complete Claim Solutions, LLC
P.O. Box 24721
West Palm Beach, FL 33416

Bank of America
East Hartford, CT

1-32
210 NY

1574100

| DATE | CLAIM NUMBER | AMOUNT |
|------------|--------------|--------|
| 12/27/2010 | 0007802505 | \$4.10 |

VOID AFTER 90 DAYS

NOT VALID FOR AMOUNT OTHER THAN \$4.10

Payee's signature required on back in order for this payment to be valid.

FOUR DOLLARS AND TEN CENTS

Payable to: MANALAPAN TWP BOFC 2 MANALAPAN TWP
FIRE CO 1

Authorized Signature

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW.

⑈ 1574100⑈ ⑆ 021000322⑆ 483036887652⑈

BOARD OF FIRE COMMISSIONERS
MANALAPAN TOWNSHIP FIRE DISTRICT #2


P.O. BOX 54
TENNENT, NEW JERSEY 07763

Bill List
Monthly Meeting January 5, 2011

| | |
|---|-----------|
| ADP | 7,136.41 |
| Chase Manhattan Bank | 80,000.00 |
| Chase Manhattan Bank | 7,820.00 |
| FireCompanies.com | 239.97 |
| First Responder Joint Insurance Fund | 24,498.00 |
| Gordons Corner Wate Co. | 1,484.91 |
| Joseph Spevak | 359.78 |
| NetLink | 3,539.00 |
| New Jersey State Fire Chief's Association | 105.00 |
| The Star-Ledger | 132.92 |
| Verizon | 141.19 |

TOTAL \$ 118,320.77

Respectfully submitted,


Timothy Kirkland
Treasurer

1/5/11

**RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO.2 MANALAPAN TOWNSHIP ADOPTING A
TEMPORARY BUDGET FOR THE YEAR 2011.**

WHEREAS; the Board of Fire Commissioners has introduced and approved its proposed budget for the year 2011 and has submitted same to the State of New Jersey, Department of Community Affairs, Division of Local Government Services for review and approval as required by administrative regulations; and

WHEREAS; it is necessary and appropriate for the Board of Fire Commissioners to appropriate and expend funds to meet various contractual obligations including the payment of insurance bills, public utilities charges and professional fees while awaiting voter approval of the 2011 budget; and

WHEREAS; N.J.S.A. 40A:14-78.17 permits fire districts to adopt, prior to January 15 of any given year, a resolution creating a temporary budget for the purpose of making payment of bills and expenses for the period between the beginning of the fiscal year and the adoption of the budget; and

WHEREAS; the total appropriations so made may not exceed 14% of the total appropriations made for all purposes in the budget for the preceding fiscal year excluding appropriations made for interest and debt redemption charges and capital improvements; and

WHEREAS; 14% of the prior year's operating appropriations budget, excluding prohibited appropriations, is **\$124,307.00**.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Fire Commissioners of Fire District No.2 Manalapan Township that a temporary operating budget in the amount of **\$124,307.00** be and the same is hereby adopted to fund Board expenses for the period commencing January 1 through March 1, 2011.

Moved by: **KIRKLAND** Seconded by: **FLANNERY**

Roll Call Vote:

Ayes: **4** Nays: Absent: **HOGAN** Abstain:

FLANNERY, KIRKLAND, WARSHANY, SPEVAK

Certified to be a true copy of a Resolution adopted on the 5th day of January, 2011 by the Board of Fire Commissioners Fire District No.2 Manalapan Township.

Joseph A. Gerah, Clerk

Month End Review

Purchase order requests for the following items were made in the month of January:

| Purchase Order # | Date: | Description: |
|------------------|-------|--------------|
|------------------|-------|--------------|

N/A

To date, the following items have been received in good condition:

- (1) Konica Minolta Magicolor Multi-Function
- (1) HP Elitebook 8530p
- (1) HP 6005 Pro

Items still waiting to be received:

N/A

Administrative

To date, all laptops in the fire apparatus have been installed and currently have the FireMobile application provided by the County for CAD information.

The Konica Minolta Magicolor Multifunction machine has been setup in the radio room and can be used for copying. It will be connected to the internal network later in February

The replacement computer for the IT / Administrator's office was installed and all data has been restored. With the upgraded equipment, the ID card printer needs updated software to function correctly. It is expected to be by the first week of February before all members are issued their 2011 membership cards & accountability tags.

FireCompanies.com

We're currently awaiting FireCompanies.com to release the "live" version of the website.

Respectfully submitted,



Peter Hall
Information Technology Officer