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January 15, 2013

Mr. James W. Edwards, Jr., CPA
Business Administrator/Board Secretary
Brick Township Board of Education
101 Hendrickson Avenue
Brick, NJ 08724-2599

**RE: Agreement – Utility Bill Audit
45 Day Extension Request**

Dear Mr. Edwards:

I am writing to request a 45 day extension to our Utility Audit Agreement executed with the Brick Township Board of Education. Our contract date is October 18, 2012. Our Letter of Authorization to begin work is dated November 26, 2012.

Please advise in writing if this is acceptable.

Respectfully submitted,
TROY & BANKS, INC.

BY: 
Thomas T. Ranallo, President

TTR/mbm

Encl.

EXECUTION OF CONTRACT

Contract, made this 18th day of October, 2012, by and between the Brick Township Board of Education, Ocean County, New Jersey, hereinafter called the "Owner" and Troy & Banks, Inc. Hereinafter called the "Contractor"

WITNESSETH:

That the contractor, for and in consideration of the terms of payment specified herein, be paid by the Owner to the Contractor as hereinafter mentioned and in further consideration of the promises, covenants and agreements herein entered into between the parties hereto, does hereby covenant, promise and agree to separately provide services necessary to perform detailed review of Utility Bills for the Owner in strict and entire conformity and in accordance with the Notice to Bidders and all Contract Documents for the Utility Bills Audit and in consideration of the Contractor performing this Contract in the manner herein stated and as stated in the Contract Documents, the Owner promises and agrees to pay or cause to be paid to the Contractor the sums of money under the terms of payment specified in said Contract Documents in the manner and under the conditions therein provided.

To the fullest extent provided by law, the Contractor agrees to defend, indemnify and hold, the Owner and their respective officers, employees, servants, agents, assigns and affiliates ("Indemnified Parties") harmless from and against, any and all suits, actions, liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense (including costs of private investigation and surveillance), costs for medical treatment, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal Professionals for the defense of the underlying suits, etc.), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the services to be provided for the Indemnified Parties, including, but not limited to, services performed under this Agreement, or any such other work performed for the Indemnified parties, in any way related to the acts or omissions of the Contractor; its agents, servants, employees, subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts liabilities, losses, claims, damages and expenses are caused by the Covered parties.

It is further expressly agreed that the Covered Parties agree to indemnify the Indemnified Parties from and against any and all suites, actions, liabilities, losses, claims, damages and expenses including, without limitation, costs of investigation and defense, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals), incurred in establishing the right to indemnity to the extent the Covered parties are entitled to indemnity.

The Contractor covenants and agrees that, anything in this Contract to the contrary notwithstanding, or regardless of any matter, thing, contingency or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said Contract Documents provided; and the failure of the Owner to insist upon strict performance of any of the terms, covenants, agreements, provisions of conditions in this Contract or in the contract documents, on any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, agreements, provisions and conditions, and the same shall be and remain in full force and effect with power and the authority on the part of the Owner to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which the Owner may have against the Contractor under this Contract or the Contract Documents.

This Contract shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, but it is expressly understood, covenant and agreed that this Contract shall not be assigned, sold, subcontracted pledged, mortgaged or set over by the Contractor to any person, firm, corporation or association, except upon the express written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly and properly executed in triplicate on the day and month and year written above.

OWNER

Brick Township Board of Education

BY: _____
Sharon Kight, President

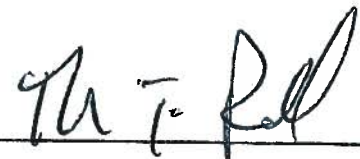
ATTEST



James W. Edwards, Jr., CPA
Business Administrator/
Board Secretary


CONTRACTOR

Troy & Banks, Inc.

BY: 

Thomas T. Ranallo, President
(name and position)

ATTEST



Molly B. Myers, Office Manager/
(name and position) Corporate Secretary

(Corporate Seal)