

Iselin District #11
Board of Fire Commissioners
October 14, 2020
Minutes

In accordance with the Public Open Meeting Act, all provisions have been met by our annual announcement in The Star Ledger.

The meeting was called to order by Commissioner Steve Freeman on October 14, 2020 at 7:00 p.m. Roll call was taken. Commissioners in attendance: Freeman, Trela, Sandklev, Smith and Lisoski. Also in attendance were Chief Ryan Malheiro, Fire Official Helge Nordveit and President Mark Farese.

A motion was made by Commissioner Sandklev to approve the minutes from the September 9, 2020 meeting. The motion was seconded by Commissioner Smith.

Chief's Report

Chief Ryan Malheiro provided the monthly report to the Board.

Report Items:

1. October - nobody low on percentages
2. Rescue & 11-3 lights received.
3. Halloween drive-by scheduled for Sunday, Oct 25th (3 – 6:30 pm)
4. Chief provided list of elected officers:
 - Chief – Francisquini
 - 1st Assistant – Malheiro
 - 2nd Assistant – Wertz
 - Captain – None
 - 1st Lieutenant – Silletti
 - 2nd Lieutenant - None

Action Items:

1. Meeting to be set up to discuss install of lights for Rescue & 11-3

Fire Official's Report

Fire Official Nordveit provided his monthly report to the Board.

Report Items:

1. Statistics: 1 Life and 30 Non-Life Inspections performed. There were no complaints investigated and no investigations performed.
2. Bureau vehicles running well
3. Inspector Drana attended three classes.
4. Bureau has moved to new ESP server.
5. Fire Official to be contacted if any restaurants are using heaters in the outdoor tents.

Action Items:

1. Budget for another Fire Inspector to be discussed.

Communications

None

Bills

A motion was made by Commissioner Sandklev to pay all bills. The motion was seconded by Commissioner Trela. All Commissioners were in favor.

Alarms & Pagers

Steve Freeman provided his monthly report to the Board.

Report Items:

No issues to report

Action Items:

None

Water & Hydrants

Steve Freeman provided his monthly report to the Board.

Report Items:

None

Action Items:

None

Fire Prevention

Fire Official Nordveit provided his monthly report to the Board.

Report Items:

1. School #24 Principal was the only one that expressed interest in having a program this year. Fire Official will wait until the spring to reach out again and work with the schools.

Action Items:

1. Items that do not have a slogan should be purchased out of this year's budget.
2. Helge to reach out to all schools in the spring

House Report

Steve Freeman provided the monthly report to the Board.

Report Items:

1. Appointment has been scheduled to have the Sprinklers blown-out.
2. Cleaning done at House 1 by Menlo; House 2 will be started on Monday.
3. Alarm on generator at House 2 was sounding – Steve is working on getting it going.
4. Ron Lisoski got extended warranties for both generators through Foley.
5. A new power supply was needed to replace the module in the sign. It was ordered and received.

Action Items:

1. Comcast and Hoe Depot to be contacted with new phone number

Truck Report

Scott Smith provided the monthly report to the Board.

Report Items:

All apparatus is running well with no problems/issues to report.

Action Items:

None

Joint Board

Steve Freeman provided his monthly report to the Board.

Report Items:

No issues to report

Action Items:

None

Unfinished Business

Nothing to report.

New Business

1. A local man brought his grandfather's old helmet back to the fire department. It will be displayed in the glass case in the hallway.
2. Budget will be started next month.
3. Resolution 101420-1 – .re: Establishing policies and procedure for the payment of claims – read and approved
4. Agreement to Provide Legal Services for Lane J. Biviano Esq., LLC to become second attorney for civil service actions – read and approved.

Treasurer's Report

1. Cash Balance - \$1,429,551.24

Action Items

1. Gas company billing issue update: John spoke with Mike and discussed the issues and that the bill had not been paid since February. Mike credited the entire amount back into the account and wrote two checks to cover the full amount due. Bills will be paid via live check for the time being.

Meeting adjourned 7:25 pm.

WOODBRIIDGE TOWNSHIP FIRE DISTRICT #11

RESOLUTION 101420-1

**RESOLUTION ESTABLISHING POLICIES AND PROCEDURE FOR THE PAYMENT
OF CLAIMS, CLAIMANT'S SIGNATURE FOR PAYMENT PURSUANT TO N.J.S.A.**

40A:5-16, N.J.A.C. 5:30-9A.6 AND N.J.A.C. 5:31-4.1

WHEREAS, on August 18, 2016 the State of NJ legislature adopted PL 2016, Ch 29 which would allow local units to 1) utilize standard electronic funds transfer technologies and 2) greater flexibility on when to require a vendor certification prior to paying claims; and

WHEREAS, NJSA 40A:5-16 requires that the governing body of any local unit shall not pay out of its monies unless

(a) the person claiming or receiving payment first presents a detailed bill of items or demand, specifying particularly how the bill or demand is made up (the Invoice), with the certification of the party claiming payment that the bill or demand is correct (the Claimant Certification).

(b) the payment carries a written or electronic certification of some officer or duly designated employee of the local unit having knowledge of the facts that the goods have been received by, or the services rendered to, the local unit (certification of the user department).

WHEREAS, N.J.A.C. 5:30-9A.6(c), N.J.A.C. 5:31-4.1, and Local Finance Notice 2018-13 gives local units discretion to not require claimant certification by enacting a standard policy by resolution for vendors or claimants who do not provide such certification as part of its normal course of business; and

WHEREAS, the Local Finance Board adopted the rules and regulations that the local units must adhere to in order to enact the provisions of the law; and

WHEREAS, N.J.A.C. 5:30-9A.6 allows that municipalities may by resolution set forth the circumstances when they will or will not require a vendor (claimant) signature on a purchase order; and

WHEREAS, the Board of Fire Commissioners has determined that the following circumstances be applied with respect to this act

Vendor Signature Required (stamp, fax electronic or wet is acceptable)	Vendor Signature not Required
Employee Reimbursements	Vendors who are paid through EFT technologies
For services provided exclusively and entirely by an individual or professional service	Vendors who do not provide certifications part of the normal course of business
Refund of district revenue	Debt Service
Individual /sole proprietor or single member LLC	Utilities regulated by tariff
Any situation deemed necessary by the Board of Fire Commissioners	Professional Development expenses
Payments in excess of \$750.00	

NOW, THEREFORE BE IT RESOLVED on the ____ day of _____, 2020, by the Woodbridge Board of Fire Commissioners District 11, State of New Jersey, that the above vendor claimant circumstances be enacted effective immediately.

APPENDIX A

P.L. 1975.C.127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants or employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L.1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975 c. 127, as amended and supplemented from time to time or in accordance with a

binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal Court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national original, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decision of the State of New Jersey, and applicable Federal Law and applicable Federal Court decision.

The contractor and subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated April 15, 2020, is made BETWEEN the parties, The Board of Fire Commissioners, Woodbridge Township Fire District No. 11 with offices located at 20 Auth Avenue, Iselin, New Jersey 08830, hereinafter referred to as "You" or "Your" or "the Client."

AND

LANE J. BIVIANO, ESQ., LLC

with offices located at 8 Station Square, P.O. Box 4, Rutherford NJ 07070, hereinafter referred to as the "the Law Firm."

1. Legal Services To Be Provided. You agree the Law Firm will provide the following services:

To represent you as Special Counsel for Labor and Employment matters and related services, as assigned. The legal work includes all necessary research, investigation, correspondence, preparation of legal documents, negotiations, employee disciplinary matters, arbitration, hearings, appearances before administrative agencies and court appearances, meetings as necessary, conferences in person and by telephone with the Client and with others and related work to properly represent the Client in this matter.

2. Fees. The Law Firm cannot predict or guarantee what your final bill will be. This will depend on the time spent on each case and the amount of other expenses.

A. Hourly Rate. You agree to pay the Law Firm for legal services at the following rates:

Rate Per Hour

\$165.00

75.00

Services of

All Attorneys

All Law Clerks
and Paralegals

B. All Services Will Be Billed. You will be billed at the hourly rates set forth in Paragraph 2A for all services rendered. This includes telephone calls, dictating and reviewing letters, travel time to and from meetings, legal research, negotiations and any other service relating to the subject matter of this Agreement (minimum charge for 12 minutes).

3. Costs and Expenses. In addition to legal fees set forth in Paragraph 2A above, the Client will pay the following costs and expenses at prevailing market rates whether performed by the Law Firm or by subcontract:

Photocopying charges (\$.20 per copy), facsimile transmissions (\$.75 per page), telephone toll calls, postage, courier services, filing fees, expert fees, accountant fees, interpreter/translators' fees (prevailing market rates), court reporter and transcription services, travel expenses (IRS rate per mile; except that no travel expense shall be charged for trips between the principal place of business of the Law Firm and the principal place of business of the Client) and any other necessary expenses.

4. Bills. The Law Firm will send you an itemized invoice, which the Client will process in accordance with standard procedures of the Client.

5. No Guarantee. The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions and provide recommendations which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

6. File Destruction. Unfortunately the cost of perpetual file storage by the Law Firm is not

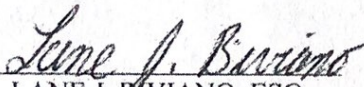
feasible. You will be provided with copies of all pertinent documents associated with your file, and all original documents or property provided to the Law Firm will be returned to you upon the conclusion of your representation. Therefore, we reserve the right to destroy your file after seven (7) years from the close of your case.

7. Affirmative Action. The Law Firm shall comply with the requirements of P.L. 1975, c.127 (N.J.S.A. 10:5-31 to N.J.S.A. 10:5-38), as amended and supplemented from time to time, and as promulgated under N.J.A.C. 17:27) with regard to Affirmative Action and Executive Order 11246 with regard to Equal Employment Opportunity, as amended. The statutory language is attached hereto and made a part hereof as Appendix "A".

8. Signatures. The Law Firm and the Client have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

LAW FIRM

BY:


LANE J. BIVIANO, ESQ.

BOARD OF FIRE COMMISSIONERS
WOODBIDGE TOWNSHIP FIRE DISTRICT NO. 11


SECRETARY

BY:

PRESIDENT