

Minutes of the Special Meeting of the Board of Fire Commissioners, Fire District No. 1 was held on Saturday, June 19, 2021 at 8:30 A.M.

Commissioner John C. Kenny called the meeting to order.

Maria Bucsanszky – All the requirements of the “Open Public Meeting Act” have been complied with by advertising in the Home News Tribune and Star Ledger. Copies of the meeting notice have been sent to the Municipal Clerk’s Office and posted on the bulletin board of the fire house and the post offices of Woodbridge and Sewaren.

Commissioner John C. Kenny led a pledge to the flag.

A moment of silence was observed for our departed members and a special prayer for Bob Kocelek who is having a little bit of a downside and for Marty Genser.

PRESENT: Commissioner Todd Howell, Commissioner John C. Kenny, Commissioner Patrick Kenny, Commissioner Robert Minkler, Sr., Commissioner Jeffrey Moran

ALSO PRESENT: Clerk – Maria Bucsanszky

Commissioner J.C.K.: I need a motion to suspend the Meeting Minutes of the last Regular Meeting to the next Regular Meeting.

Commissioner Robert Minkler, Sr. made a motion to suspend the Meeting Minutes of the last Regular Meeting to the next Regular Meeting which was seconded by Commissioner Jeffrey Moran and carried unanimously

Commissioner J.C.K.: We are here today for three Resolutions. The first one is 2021-6-19S and this has to do with a rescue with Fire District 2.

Commissioner Robert Minkler, Sr. made a motion to approve Resolution 2021-6-19S which was seconded Commissioner Todd Howell and carried unanimously.

Commissioner P.K.: Mr. President, just on Page 2 that article for the payment, the Chief is not here, I don’t know if you got your answer from it, this is only strictly payment when it’s used in an incident where it’s cost recovery if I’m correct, right? I just want to make sure before we go and the next thing you know we start getting billed.

Commissioner J.C.K.: Okay, noted. Okay, Resolution 2021-6-19S2. That’s another resolution to do with a shared service with Water Rescue with Fire District 2.

Maria Bucsanszky: Yes, question Commissioner Kenny, on Page 3 the duration of the contract is August 1st through July 31st, should it be July 1st through July 31st?

Commissioner J.C.K.: Yes.

Commissioner P.K.: Yes, you have to change that.

Maria Bucsanszky: Alright.

Commissioner P.K.: I caught certain things but I figured they'd check the whole thing but I guess not.

Commissioner Patrick Kenny made a motion to approve Resolution 2021-6-19S2 which was seconded by Commissioner Todd Howell and carried unanimously.

Commissioner J.C.K.: Resolution 2021-6-19S-3, this is for the joining of the Co-Op of the Houston/Galveston Group. This is part of what the Bond Attorney said we needed to do in regards to being able to add the Ladder Truck Bond Question to the Special Election.

Commissioner Robert Minkler, Sr. made a motion to approve Resolution 2021-6-19S-3 which was seconded by Commissioner Todd Howell and carried unanimously.

Commissioner J.C.K.: Alright just so everybody knows really quick, an update on the Bond we had a conversation yesterday with the architect. We were able to take it from 7.2 down to 5.8. That was achieved by the \$500,000.00 that the Mayor is going to put in under Pilot Money. The \$300,000.00 that we already have we took furniture from \$461,000 and dropped it down to \$100,000. The contingency money went from 10% to 7.5% and then also there is money that we have already laid out for the architect so that would also come off the top. So, we dropped the overall price about \$1.3 million. So just so you know the actual construction cost for this job was \$5.4 million. Okay, remember that number it's cheap so now we dropped down so we're probably like \$4.4 million. The other money is escalation cost, contingency cost and the rest of the architect's cost so it's almost half of what the job is. Probably \$2 million more in those items versus the actual cost to do the work so you got that in the back of your head. The number could come down if we don't hit those triggers over there.

Commissioner J.M.: But that would cover...

Commissioner J.C.K.: That covers everything.

Commissioner J.M.: Changes that would have to be made.

Commissioner J.C.K.: Yes, change orders. That covers....

Commissioner J.M.: Unexpected findings.

Commissioner J.C.K.: Right, if material costs go up. Update for the pool, Marianne says that she will have a bid on July 7th for our July 7th meeting. That's what the T&M guy said. So, I have another update meeting, zoom call, Monday with the Bond guy. Once I get that I'll let you know but we're still on track for August 18th. The study they'll be looking to have a special meeting. They're talking to Nicole right now on a couple of things with the CBA and then they'll be looking to have that in July with us. Meetings, so Maria needs to advertise the rest of the meetings so August right we want to do that Tuesday?

Commissioner R.M.: We're going to vote at 6:00 o'clock so we should be able to get out of here?

Commissioner T.H.: You know what, we should be able to.

Commissioner R.M.: Okay.

Commissioner T.H.: We were told that they were going to open up the Community Center for voting. Woodbridge can go anytime we want. We'll be open at 6:00/6:30.

Maria Bucsanszky: So, keep it on Wednesday the 3rd?

Commissioner T.H.: 4th.

Maria Bucsanszky: 4th.

Commissioner J.M.: I know I'm in Indianapolis teaching a class those days.

Maria Bucsansky: Oh okay.

Commissioner J.C.K.: Okay, is there any other dates from there to the end of the year that anybody has a heartache with? Good, okay Maria so that takes care of that and then they're already with the gear, are you ready with the gear?

Commissioner J.M.: I guess we're already to go.

Commissioner J.C.K.: Yes, so go.

Commissioner J.M.: Okay.

Commissioner J.C.K.: Okay, got it. Alright, anybody got anything else?

Commissioner R.M.: Do we get Marianne to bid the snow removal for 109 for next season so let's get it down now. At this time let's make sure it's a trace with a little bit they have to come and salt so we don't have a problem.

Commissioner J.C.K.: Okay, got it.

Commissioner P.K.: When we do the question, when we do the ladder truck, we might want to phrase it either for bonding or leasing whatever is going to be more suitable, cost effective I guess would be the right wording for the ladder truck. Because if leasing is cheaper to do than the bond then we go that way. That's just the way the question has to be phrased; I think.

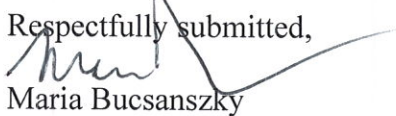
Commissioner J.C.K.: Yeah, Rogut was saying something that what he's concerned with is some of these places like they'd give you a better price if you give them a deposit or if you give them another payment half way he's saying you're not going to be able to do that so that's what he wants to...he says if you join this Houston/Galveston they'll give you a price and then we have something to give to the DCA and say hey this is what the going price is of a ladder truck and it's not coming from a dealer who maybe is likely to mark it up or gives you a low price because he's expecting you to do this payment thing. Okay, and then also we'll be getting a check...I just got an email 5:40 P.M. last night from Manny Fernandez. They'll be a wire check coming in to our account Monday or Tuesday of this week for \$288,000.00. That is the money from the CARES. What happens, so everybody sees it all at one shot, is that the county received \$23 million in projects but the county only had \$11 million in the bank. So, what the county did was they looked and then said yes or no to projects and then they took everything that was approved and they approved only 46% of the project so the town took the same formula and they said whatever was approved they gave you 46% of what it was approved. So they're saying that what was approved equals to \$288,000.00. I already asked for the documentation to say show me what was approved and what wasn't approved because I need that for the auditor. I'm also working on putting my documents together for the American Rescue Plan because the township has over there somewhere between \$15 million to \$20 million that they got right into their bank for the American Rescue Plan which if I'm reading the American Rescue Plan correctly everything that we had already submitted is eligible for reimbursement so they could easily cut us a check for the other \$500,000.00 and we both walk away...have a good day so more to follow on that.

Commissioner T.H.: Good.

Commissioner J.C.K.: That's it. Anybody got anything else? Okay, so let's go to Bob Minkler's for an anniversary party.

Commissioner Robert Minkler, Sr. made a motion to adjourn the Special Meeting at 8:42 A.M. which was seconded by Commissioner Todd Howell. and carried unanimously.

Respectfully submitted,


Maria Bucsanszky
District Clerk

**WOODBRIAGE FIRE DISTRICT #1
RESOLUTION # 2021-6-19S**

**A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICE
AGREEMENT WITH PORT READING FIRE DISTRICT #2 FOR WATER RESCUE IN
ARTHUR KILL WATERWAY ONLY**

WHEREAS the PORT READING FIRE DISTRICT #2 and WOODBRIDGE FIRE DISTRICT #1 have expressed a desire to establish an Mutual Aid Response for Water Rescue in the Arthur Kill Waterway; and

WHEREAS, the two municipalities are in close geographic proximity to each other, and share a municipal border: and

WHEREAS the municipalities determined it to be in their mutual best interests to provide for an Mutual Aid Response for Water Rescue in the Arthur Kill Waterway.

WHEREAS N.J.S.A 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Service Agreement for the provision of municipal services ("Agreement");

WHEREAS the WOODBRIDGE FIRE DISTRICT #1 and the Port Reading Fire District #2 have prepared and executed a Shared Service Agreement as attached hereto for Mutual Aid Water Rescue Response; and

WHEREAS the governing bodies of the WOODBRIDGE FIRE DISTRICT #1 and PORT READING FIRE DISTRICT #2 have reviewed the Agreement and are in mutual recognition of its benefits to their respective residents as having the potential to increase efficiency, enhance safety, and/or provide cost savings.

NOW, THEREFORE, BE IT RESOLVED NOW, by the Woodbridge Board of Fire Commissioners of Fire District No. 1 of the Township of Woodbridge hereby authorizes the execution of a shared service agreement with Port Reading Fire District #2 for an Mutual Aid Response for Water Rescue in the Arthur Kill Waterway, of which is attached hereto and made part hereof, on the terms and conditions contained herein.

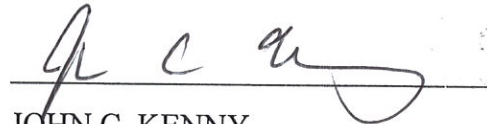
BE IT FURTHER RESOLVED that it is the understanding of the Woodbridge Board of Fire Commissioners of Fire District No. 1 that the governing body of PORT READING FIRE DISTRICT #2 hereby endorses undertaking the aforementioned Agreement; and

BE IT FURTHER RESOLVED that the CHIEF JOHN GOLDEN of the Woodbridge Fire Department, District No. 1 is hereby authorized to take all necessary actions to allow for and support the PORT READING FIRE DISTRICT #2 participation in this agreement.

BE IT FURTHER RESOLVED that a copy of the Agreement be maintained both the WOODBRIDGE FIRE DISTRICT #1 AND PORT READING FIRE DISTRICT #2 offices and be available for public inspection.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Division of Local Government Services pursuant to N.J.S.A. 40A:65-4(b)

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT #1



JOHN C. KENNY

ADOPTED: ~~July 7, 2021~~
June 19, 2021

I hereby certify that the above is a true and exact copy of the resolution adopted by the Board of Fire Commissioners, Fire District #1, Township of Woodbridge at their regular meeting held on ~~July 7, 2021~~

June 19, 2021



MARIA BUCSANSZKY – Clerk

*Motion to approve made by Comm. Minkler, Sr,
Seconded by Comm. Howell, all in favor.*

**RRESOLUTION #2021 – 6 -19S-2
SHARED SERVICES AGREEMENT
BETWEEN THE WOODBRIDGE FIRE
DEPARTMENT, FIRE DISTRICT #1 AND
PORT READING FIRE DISTRICT #2
FOR WATER RESCUE IN ARTHUR KILL WATERWAY ONLY**

This Shared Services Agreement is made this 19th day of June 2021 by and between the Woodbridge Fire Department, Fire District #1 (the Provider) located at 418 School Street, Woodbridge, New Jersey and the Port Reading Fire District #2 (the Recipient) located at 916 West Avenue, Port Reading, New Jersey, together herein referenced as the party(parties) to this agreement.

WITNESSETH

WHEREAS the Uniform Shared Services and Consolidation Act (NJSA 40A:65-1 et seq.) was adopted and made effective on April 3, 2007 to encourage government efficiency through shared services to help ameliorate the high property taxes paid in the State of New Jersey; and

WHEREAS, to improve efficiency and reduce costs, the Provider and the Recipient desire to enter into a Shared Services Agreement to provide for water rescue response in the Arthur Kill Waterway only for Port Reading Fire District #2.

WHEREAS, pursuant to NJSA 40A:65-5, the Provider has approved this Agreement by a resolution adopted by Woodbridge Board of Fire Commissioners at a regular meeting held in accordance with the Open Public Meetings Act pursuant to Resolution No.: 2021-7-1 adopted on July 7, 2021.

WHEREAS, pursuant to NJSA 40A:65-5, the Recipient has approved this Agreement by a resolution adopted by the governing body of the municipality at a regular meeting held in accordance with the Open Public Meetings Act pursuant to Resolution No.: _____ adopted on _____, 2021.

NOW THEREFORE, in consideration for the mutual promises contained herein the Provider and Recipient Agree as Follows:

ARTICLE I. SCOPE OF SERVICES & RESPONSIBILITIES OF PROVIDER AND RECIPEINT

The Provider and Recipient agree to provide the following Water Rescue Response:

1. The Provider will provide the Recipient a command structure at a ground base onshore during any water rescue response in the Arthur Kill Waterway only. This agreement does not obligate the Provider in any way to provide for offshore water rescue response in or around any waterways within or near Recipient's jurisdiction including but not limited to the Arthur Kill.
2. The Recipient will provide all manpower and equipment to conduct water rescue functions in the Provider's response location of the Arthur Kill.
3. All requests for this Water Rescue Response shall be initiated through Station 7 Dispatch. Upon dispatch, the Provider shall immediately summon the necessary fire personnel and one piece of apparatus to the scene of the emergency in accordance with the pre-established policies and procedures in effect at the time of the request.
4. This Local Fire Mutual Aid Plan shall be at all times in compliance with New Jersey Fire Service Emergency Deployment Regulation N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.
5. The Incident Commander of the requesting party shall have overall command authority at the scene of the fire. The Recipient and Provider shall operate in compliance with the National Incident Management System (NIMS), N.J.A.C. 5:73-1.6(b) as adopted by the State of New Jersey.

ARTICLE II. CONSIDERATION AND METHOD OF PAYMENT

1. The cost for the use of the Provider's rescue boat by the Recipient (60 x 21 x 5) to equal \$400.32 per hour in accordance with the current FEMA Schedule of Equipment Rates.

ARTICLE III. GENERAL PROVISIONS

1. This agreement shall not supersede but only supplement any existing agreement involving local fire mutual aid plans.
2. Nothing contained in this Agreement shall be construed to require either party to provide mutual aid and assistance response as prescribed under this agreement if the

response will leave either jurisdiction without sufficient fire and emergency protection.

3. If any member of either party to this agreement suffers injury or death at the scene while providing mutual aid and assistance response as prescribed under this agreement, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the individual jurisdiction of each party in accordance with N.J.S.A. 40A:14-26. Said rights, benefits and compensation shall be paid by their own respective party. Both Provider and Recipient shall be individually responsible for providing adequate benefits, coverage and compensation for its members.

4. The members of the responding Party providing mutual aid and assistance response as prescribed under this agreement, shall have the same powers and authority as the members of the requesting Party at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said member of the responding party shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.

5. The responding Party shall be deemed as an independent contracting unit and no employer/employee status or relationship shall be construed as flowing from this Agreement.

6. Applicable Law and Venue. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of New Jersey without regard to conflicts of laws principles. The parties agree that any and all legal actions relating to any dispute, enforcement or other matter to be decided between them arising out of this Agreement or the subject matter hereof shall be brought in a state court in Middlesex County.

7. Alternative Dispute Resolution. The parties may agree to submit any dispute, enforcement, or other matter related to this Agreement to binding arbitration. In such case the parties agree to follow the normal arbitration proceedings established in the Superior Courts of Middlesex County for dispute resolutions, except that the arbitration shall be binding with no appeal to the courts.

8. Compliance with Law. The parties to this Contract shall be required to comply with all applicable Federal, State, County and local laws during the performance of this Contract.

9. Duration of Contract. The duration of this Contract shall be for the period of one (1) year(s) from August 1, 2021 through July 31, 2022 and shall continue in full force every

one(1) year(s) thereafter unless terminated by Resolution by either party.

10. Effective Date. This Agreement shall take effect upon the adoption of the appropriate resolutions by all the parties thereto, and the execution of the Agreement by the authorized governing body.

11. Insurance. The parties to this Agreement shall be responsible for the following insurance requirements: (a) the Provider shall maintain adequate insurance as required by the laws of the State of New Jersey for the duration of this Contract to general and public liability insurance.; (b) the Recipient shall maintain adequate insurance coverage as required by the laws of the State of New Jersey for the duration of this Contract to include general and public liability insurance.

12. Indemnification: The Provider and Recipient hereby indemnifies and hold the other harmless against all losses, claims or liabilities of any kind (including reasonable attorney's fees and costs) for personal injury or property damage arising out of the actions taken by either party pursuant to this Agreement.

13. Notice. Any notice contemplated by this Agreement shall be sent by regular and certified mail to the Clerk of the municipality to which the notice is directed. The address used shall be as follows:

A. Woodbridge Fire Department, Fire
District #1
418 School Street
Woodbridge, NJ 07095

Port Reading Fire District #2
916 West Avenue
Port Reading, NJ 07064

14. Partial Invalidity. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

15. Termination. This Agreement may be terminated at any time by either party provided that such request for termination is reduced to writing and meets the following conditions: (a) is executed by the chief administrative officer of the requesting municipality or his or her designated representative; (b) specifies the exact date of the requested termination; and (c) provides to the other party not less than sixty (60) days written notice of the effective date of the termination.

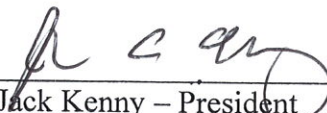
16. Waiver. Failure to insist upon strict compliance of any conditions, covenants or terms of this Agreement at any one time shall not be deemed a waiver of such condition, covenant, or term at any other time. Furthermore, a waiver or relinquishment of any right or power set forth herein at any time shall not be deemed to be a waiver or relinquishment of the same right or power, or any other right or power, at any other time.

17. Entire Agreement. This Contract represents the entire agreement between the parties. No amendment to this Contract shall be valid unless it is made in writing and executed by the parties and approved by resolutions of the governing bodies of each municipality.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latter of the dates written below.

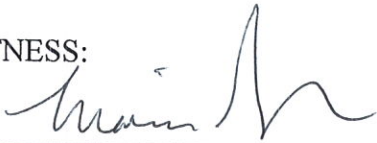
**WOODBIDGE FIRE DEPARTMENT
FIRE DISTRICT #1**

*Motion made by
Com. Patrick Kenny and
Seconded by Com. Howell,
all in favor.*

By: 
Jack Kenny - President

Date: 6/19/21

WITNESS:



PORT READING FIRE DISTRICT #2

By: _____

Date: _____

WITNESS:

RESOLUTION #2021 – 6 – 19S-3

WOODBIDGE FIRE DISTRICT #1

RESOLUTION AUTHORIZING PURCHASE CONTRACTS WITH HOUSTON-GALVESTON AREA PRICING COUNCIL PURSUANT TO N.J.S.A. 40a:11-10

WHEREAS the Woodbridge Fire District #1 wishes to enter into a cooperative purchasing agreement with Houston-Galveston Area Pricing Council pursuant to N.J.S.A. 40A: 11-10 and N.J.A.C. 5:34-7.11; and

WHEREAS Local Public Contract Law authorizes a Fire District to purchase goods and services through duly-formed cooperative purchasing systems without advertising for bids; and

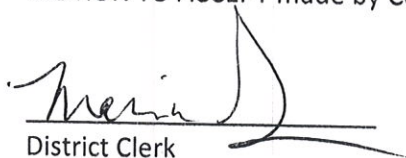
WHEREAS the procurement of goods and services through a cooperative purchasing program is considered to be an open and fair process under the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS the Woodbridge Fire District #1 has a need to purchase, on a timely basis, goods or services utilizing the Houston-Galveston Area Pricing Council during the year 2021, and

WHEREAS the Woodbridge Fire District #1 plans to utilize the cooperative purchasing program with the Houston-Galveston Area Pricing Council and such transactions shall be subject to all conditions applicable to the current purchasing agreement.

NOW THEREFORE, BE IT RESOLVED by the Woodbridge Fire District #1, in the County of Middlesex, that the District's Qualified Purchasing Agent is hereby authorized to purchase goods and services in 2021 utilizing the cooperative purchasing program with Houston-Galveston Area Pricing Council, pursuant to all conditions of the individual cooperative purchasing agreements.

MOTION TO ACCEPT made by Comm. Robert Minkler Sr, seconded by Comm. Howell, all in favor.


District Clerk

Dated: June 19, 2021