

## **MINUTES - REGULAR MEETING**

**March 13, 2023**

Chairman John Gethins called the meeting to order on the above-mentioned date at 7:30 pm, at 10 Troy Hills Road, Whippany, NJ

Commissioners present: Cobane, Ehrich, Quinn, Gethins, & Willans

Absent: None

### **ELECTION RESULTS**

The election results were as follows:

Elections were held on February 18th, 2023. Polls were open from 2-9 p.m.  
Commissioner Rob Cobane was re-elected with 227 votes.

The budget results were 108 FOR and 137 AGAINST. The proposed budget did NOT pass.

A motion was made by Comm. Gethins to declare all Commissioner seats vacated and to make Chief Paul Perrello acting temporary Chairman. It was seconded by Comm. Cobane and passed unanimously.

➤ At this time, nominations were made to fill the vacant seats.

Comm. Willans nominated Comm. Gethins for the position of Chairman. It was seconded by Comm. Cobane.

Comm. Willans then nominated Comm. Cobane for Vice-Chairman. This nomination was seconded by Comm. Ehrich.

Comm. Cobane nominated Comm. Ehrich for Treasurer. This nomination was seconded by Comm. Gethins.

Comm. Gethins nominated Comm. Willans for Treasurer. This nomination was seconded by Comm. Quinn.

All the above nominations were voted on and passed unanimously by all Commissioners present.

At this time, the acting chairman relinquished the chair to the new permanent chairman, who took his position and the meeting proceeded.

### **The New Board for the year 2023 - 2024 is:**

Chairman:	John Gethins
Vice Chairman:	Rob Cobane
Secretary:	Steve Willans
Treasurer:	Al Ehrich
Commissioner:	Richard Quinn

At this time the Chairman read the following: Pursuant to statutes made and provided, let the minutes show that notice of this meeting was transmitted to the following newspapers: the Daily Record; and filed with the clerk of the Township of Hanover and the Clerk of this Board.

### **MINUTES OF THE LAST MEETING**

Comm Cobane called for the acceptance of the minutes from last month. Comm. Willans seconded the move, and it was carried by the following vote:

AYES: Cobane, Ehrich, Gethins, Quinn, & Willans  
 ABSENT: None  
 NAYS: None

**TREASURER'S REPORT**

The budget did Not pass at the election on February 18<sup>th</sup> so it was sent to the town. The Commissioners and the Township Committee had a meeting on February 28<sup>th</sup> to examine the budget. \$115,000 was cut from the proposed budget as follows:

\$15,000 from Administrative Assistance  
 \$50,000 from Personnel – Overtime  
 \$50,000 from Reserve for Capital Outlays  
 That brought the amount to be raised by taxation to \$2,134,746.00

That makes the Fire part 9.6% of the Town's tax budget instead of 15.6.

The following Treasurer's report was submitted.

**Treasurer's Report - March 13, 2023  
 For the month of February 2023**

**General Checking Account #: XXXXXX3244**

**TD Bank**

Balance On Hand - January 30, 2023	<b>\$1,237,775.69</b>
January Checks	(\$346,338.63)

**Deposits for the Month of February 2023**

Whippany Pizza	2011 Permit fees	\$54.00
Mark Trece	2011 Permit Fees	\$54.00
Witmer Associates	Refund	\$8.36
Township of Hanover	District Taxes	\$325,000.00
Whippany Fire Company	Cell Tower Income	\$12,537.56
Suburban Propane	2011 Permit Fees	\$54.00
Whippany Fire District No. 3		\$406.98
Dosch King	2011 Permit fees	\$695.00
Tyler Technologies	2011 Permit fees	\$54.00
Tyler Technologies	2008 Registration Fees	\$700.00
Registration Fees	2008 Registration fees	\$950.00

<b><u>Balance on Hand, February 28, 2023</u></b>	<b><u>(matches Quickbooks)</u></b>	<b>\$1,231,950.96</b>
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Checks Submitted this Month's Meeting	<b>\$383,192.86</b>
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<b>Business 12 Month CD -x0575 3.15%</b>	<b>Matures 12-7-23</b>	<b>\$209,125.97</b>
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Last Interest 504.12

<b>Business 6 Month CD - TD Bank X9425</b>	<b>Matures 9-4-23</b>	<b>3.49%</b>	<b>\$206,458.79</b>
Last Interest		183.11	

**Penalty Checking Account # XXXX3773**  
**TD Bank**

**Balance on Hand, January 31, 2023** **\$2,714.02**

A motion was made to accept the Treasurer's report by Comm. Gethins. It was seconded by Comm.

Ehrich and passed by the following vote:

AYES: Cobane, Ehrich, Gethins, Quinn & Willans

ABSENT: None

NAYS: None

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## **CHIEF'S REPORT:**

### **Supplies, Equipment, and Maintenance**

- Purchases were limited due budget not passing

### **Apparatus**

- Only repairs that were started were continued due budget not passing

### **Training**

- Walk Thru 34 Eden Lane
- Ropes and Knots

### **Purchases**

- Nothing at this time

### **Fire Prevention**

- **125** Inspections / re-inspections were conducted last month. **\$ 4,270.00** in fees were billed and being collected.

### **EMS**

- (75) Calls were answered last month.

### **Fire**

- (51) Calls were answered last month.

126 Total calls answered

### **Other Matters and Announcements**

- New Hire Process
- P-19 repairs
- A. Santini and J. Dodson who enrolled in EMT dropped out ( Just received refund)

- New Pickup in service
- Rescue Task Force MOU signed
- Conducted Plan reviews
- Conducted Spec reviews
- Conducted Officers Meeting
- Invoiced and received payment from Allstate Insurance \$4,6551.24 for MVA car into house on 2/7/23 on Route 10 (see attached)
- DCA Minimum Mandatory Qualifications Doc
- Review Junior FF program rules and Regulations
- Working on Annex for Township

Some of the Chief's notes:

Chief Perrello reported that all Career staff have renewed their EMT and completed Core training that will be good for 3 years.

Chief billed Allstate Insurance for when the car went into the building on Route 10. It covered the standby vehicles, meals, staff overtime and the lumber to shore up the building.

A check was received from Allstate for \$4651. We paid out the lumber at \$1052 so the rest goes into our account. We were able to recuperate all the money we laid out that day.

Chief received a memo from DCA stating what they need from all active members. Chief is sending out a sheet to all members delineating what he needs from them. An email is going out for people to take these classes that are offered to them. Some will even be offered right here.

Derrick Shearer reported from the Chief's Alliance that one of the certifications has been required for at least 20 years. We can open up our trainings to other departments also once we offer it to our guys.

Johnny Wittnebert is almost done with his Inspector Training. Chief adjusted his schedule so there was no overtime involved.

New junior coming on and one going to regular membership.

The new pickup is in service. Chief is getting the pickup and the crash truck registered.

Chief also provided the FEMA grant outcome that had been requested. It said we had not been selected. Maybe we could try a different grant writer? In 2019, we were turned down for the ladder truck and in 2022 for the Air Packs.

A motion was made to accept the Chief's report by Comm. Quinn. It was seconded by Comm. Willans and passed by the following vote:

AYES: Cobane, Ehrich, Gethins, Quinn & Willans

ABSENT: None

NAYS: None

**COMMUNICATIONS – RESOLUTIONS:** Secretary Willans now read the resolutions for the coming year. They are attached to these minutes. They were all voted on and accepted, as follows:

A resolution naming Richard Braslow as the attorney of record for the year 2023-2024.

A Resolution naming the meeting schedule for the year 2023-2024. Public meetings will begin at 7:30 pm with a working meeting beginning at 7 pm. This schedule will be entered into the newspapers.

2023 – April 10<sup>th</sup>, May 8, June 12, July 10, August 14, September 11, October 9, November 13,  
December 11<sup>th</sup>.

2024 – January 8, February 12<sup>th</sup>, and March 11<sup>th</sup>.

A Resolution naming the Star Ledger and/or the Daily Record as the official newspapers of the Board for 2023 -2024

A Resolution naming Nisivoccia, LLP. as the auditor for the Board for 2023-2024.

A Resolution naming TD Bank as the official depository of the Board for 2023 -2024.

If, in the future we decide to switch any of the above, for example, a new attorney or newspaper, it may be done with a motion and vote.

A motion to accept all the above resolutions was made by Comm. Willans and seconded by Comm. Ehrich. They passed unanimously.

## **COMMITTEE REPORTS**

**Personnel:** There are copies of Corrective Action reports in the Chief's report.

**Apparatus:** 83 finally had its CAF pump repaired. The motor and piston's O ring was the problem.

**Insurance:** We added the pickup which added \$1100 to the policy but we are saving \$10,000 so still ahead of the game. The P-19 will have to be added also. Still a savings overall.

**TOWNSHIP** – Brian Cahill was present but had nothing at this time

**FIRE CO:** - FF Gallo wanted to know about the food for the Boonton Labor Day event. The Commissioners usually pay for it. Because of our budget not passing, the Company has elected to pay for it themselves for this year.

## **OLD BUSINESS –**

Chief – the \$500 equipment donation from the VFW was cancelled due to weather. Paul will present the need to them at a later date.

The Company is still working on their by-laws.

New hire process – Chief would like to still move forward. The selection has been made. The Commissioners said we can go over it in Closed Session.

## **NEW BUSINESS –**

Comm. Willans mentioned that the First Presbyterian Church would like to use a truck on Sunday June 11<sup>th</sup>. They are doing a joint venture with the train museum.

June 10<sup>th</sup> is the duck race –A truck will be requested for that also. Chief will make the decision as long as one is available.

Chief received a request for a volunteer project for someone's confirmation project. He suggested we can maybe turn this into a recruitment and retention thing. Get someone to come down and work with the kid and then when he's 16, maybe he'll want to join up. This way it's not just 2 or 3 hours but may mean something to him.

FF Shearer said that it will also get some of our older members down as mentors and re-energize them.

Signature Bank – they hold the money for our truck and they just failed this week. Comm Ehrich will look into it and see what needs to be done, if anything.

At this time, Comm. Willans read a resolution that we hire Lane J. Biviano, Esq as our Labor Attorney. That resolution is attached to these minutes . He will bill us at the hourly rate of \$180 / hour + \$95 for clerks and paralegals. Attorney Braslow recommended that we use this attorney for when we do our contracts, which are up this year. Comm Cobane said that he will be good for contracts and other things having to do with labor that may come up.

Comm. Quinn asked why we need him and that will be discussed in closed session.

Comm. Willans made a motion that we retain Lane Biviano as our Labor Attorney and sign his retainer. That motion was seconded by Comm. Cobane and passed by the following vote:

AYES: Cobane, Gethins, & Willans

ABSENT: None

NAYS: None

ABSTAIN: Quinn, Ehrich

## **PUBLIC PART OF THE MEETING** 19 members of the public attended.

Dale Cowley asked if the CERT program can use this room every 4<sup>th</sup> Thursday of the month from 6:30 to 9:30. Dale will be responsible for the room and events.

The Board unanimously approved this.

FF Tom Braviak had 2 items to note:

1. The budget. This was a surprise that it was voted down. There wasn't a lot of negative publicity going around so the question is why? What's different now than before? Mail-in voters tend to vote no on anything that comes their way and more people are doing that. As a Board, you need to get ahead of this – not just a public hearing here in the den of iniquity. Send representatives to the senior citizen meetings and get ahead of any rumors that go around. Maybe get the rec Center and ask the public to come. Get the message out and sell it. That's what we did about this building. Better to face and answer questions than to have people spread the wrong information.
2. Retaining a Labor Attorney is a great idea. You've made decisions in the past on how to treat volunteers and career staff by using a guy who doesn't know everything about labor. He's even admitted it so this is a good move, especially with contracts coming up.

## **BILLS**

Comm. Cobane moved that the following bills be paid. The move was seconded by Comm. Quinn and was carried by the following vote:

AYES: Cobane, Ehrich, Gethins, Quinn & Willans

ABSENT: None

NAYS: None

12593	Northeast Communications, Inc.	7009 Equip Maint /Radios/Pagers	-440.00
12594	Optimum 10 Troy	6013 Bldg - Cable /VOIP/Verizon	-819.10
12595	Eastern Janitorial	6008 Bldg - Cleaning Services	-605.00
12596	Braslow, Richard M. Esq	5006 Legal Expense (Braslow)	-360.00
12597	Chenong, Darren	4012 Fuel Vouchers	-25.00
12598	Cobane, Rob	4012 Fuel Vouchers	-25.00
12599	Cobane, Sam	4012 Fuel Vouchers	-15.00
12600	Cowley, Dale	4012 Fuel Vouchers	-40.00
12601	Cusmano, Gaetano	4012 Fuel Vouchers	-15.00
12602	Danus, James	4012 Fuel Vouchers	-40.00
12603	Desien, Marc	4012 Fuel Vouchers	-40.00

12604	Dodson, Jake	4012 Fuel Vouchers	-40.00
12605	Ryan Falkman	4012 Fuel Vouchers	-40.00
12606	Gethins, John	4012 Fuel Vouchers	-25.00
12607	Graziano, Jesse	4012 Fuel Vouchers	-40.00
12608	Jubinski, Ken	4012 Fuel Vouchers	0.00
12609	Kelly, Eric	4012 Fuel Vouchers	-40.00
12610	Koba, Jack	4012 Fuel Vouchers	-25.00
12611	LaSota, Matthew	4012 Fuel Vouchers	-40.00
12612	Makowski, Joseph	4012 Fuel Vouchers	-25.00
12613	Mihalko, Joseph Jr.	4012 Fuel Vouchers	-25.00
12614	Mihalko, Marianna	4012 Fuel Vouchers	-15.00
12615	Santini, Anthony	4012 Fuel Vouchers	-40.00
12616	Santini, Joseph	4012 Fuel Vouchers	-25.00
12617	Shearer, Derrick	4012 Fuel Vouchers	-75.00
12618	Tursi, Frank	4012 Fuel Vouchers	-40.00
12619	Van Seggern, Steven	4012 Fuel Vouchers	-25.00
12620	Wodynski, William	4012 Fuel Vouchers	-25.00
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eft	US Bank NA	-SPLIT-	241,850.00
12622	Jubinski, Ken	4012 Fuel Vouchers	-40.00
12623	Lifesavers, Inc.	8202 Training - Supplies	-13.00
12624	STAPLES CREDIT PLAN	5013 Office Supplies	-357.52
12625	Cusmano, Gaetano	4012 Fuel Vouchers	-25.00
12626	Hansch, Henry	4012 Fuel Vouchers	-25.00
12627	Heizmann, Pauline	4012 Fuel Vouchers	-25.00
eft	TD Bank	5001 Bank Fees / Wires	-30.00
eft	NJ Division of Pension & Benefits-Pension	4007 Pension	-4,000.00
eft	NJ Division of Pension & Benefits-Pension	4007 Pension	-800.00
12628	Morristown Medical Group	8401 Physicals - New Members	-463.00
12629	Fastenal	7017 Misc Maintenance Supplies	-813.96
12630	PSE&G 10 Troy	6001 Building - Gas & Electric	-813.00
12631	Finish Line Car Wash	7003 Vehicle Maintenance - Cars	-12.00
12632	Police & Firemen's Insurance Association	4006 Police & Fire Insurance	-588.26
12633	Township of Hanover	7018 Fuel for Apparatus	-744.05
12634	Morris County Public Safety Training Acad	8201 Training - Classes	-600.00
12635	Auto Zone	7017 Misc Maintenance Supplies	-40.90
12636	Whippany Diner	6000 Op Materials & Supplies	-647.75
12637	Eagle Automotive	7005 Vehicle Maint. Pumpers/Resc	-200.00
12638	NJ State Assoc of Fire Districts	8603 Other Subscriptions	-300.00
12639	Patricia Cobane	5016 Election	-125.00
12640	Christian Rossy	5016 Election	-200.00
12641	NJ Advance Media	8206 Advertising	-18.72
12642	Morristown Medical Group	8401 Physicals - New Members	-388.00
12643	Val Kostenko	5016 Election	-125.00
eft	NJ Division of Pensions & Benefits Health	4001 Medical/Dental Insurance	-13,038.50
12644	Amtrust North America	4009 Workers Comp	-6,610.00
12645	JCP&L 10 Troy	6001 Building - Gas & Electric	-1,102.16
12646	Turnout Fire & Safety - Little Falls	-SPLIT-	-72.00
eft	NJ Division of Pensions & Benefits Health	4001 Medical/Dental Insurance	-13,038.50
eft	Board of Fire Commissioners	-SPLIT-	-25,373.96

12647	TD Bank N. A.	-SPLIT-	-3,248.91
12648	Lifesavers, Inc.	8202 Training - Supplies	-19.00
12649	Johnny's Pizza	8205 Promotions	-133.00
12650	Whippany Diner	5016 Election	-42.20
12651	Gannet NJ	8206 Advertising	-44.36
12652	Verizon Wireless 884	6013 Bldg - Cable /VOIP/Verizon	-152.04
12653	Township of Hanover	6007 Bldg -Elevator - Schindler	-368.00
12654	Standard Insurance Co	4003 Life Insurance	-1,772.10
12655	VE Ralph & Sons, Inc	7022 Medical Supplies	-239.10
12656	Township of Hanover	-SPLIT-	-844.63
eft	Board of Fire Commissioners	-SPLIT-	-24,025.91
12657	Home Depot Credit Services	7017 Misc Maintenance Supplies	-358.77
12658	Verizon 838	6013 Bldg - Cable /VOIP/Verizon	-182.88
12659	Schindler Elevator	6007 Bldg -Elevator - Schindler	-3,904.91
12660	US Bank Equipment Finance	5012 OfficeEqpt Rental (copier)	-258.83
12661	Lifesavers, Inc.	8202 Training - Supplies	-19.00
12662	ESO	8604 ERS /Power DMS/Mobile EYES	-246.40
12663	Eastern Janitorial	6008 Bldg - Cleaning Services	-605.00
12664	Braslow, Richard M. Esq	5006 Legal Expense (Braslow)	-90.00
12665	Amazon Business	-SPLIT-	-271.21
12666	Safeguard Business Systems	5013 Office Supplies	-289.82
12667	Acrisure - Holmes & McDowell	6003 Bldng - Property Insurance	-9,384.00
12668	Verizon Wireless 884	6013 Bldg - Cable /VOIP/Verizon	-152.04
12669	Finish Line Car Wash	7003 Vehicle Maintenance - Cars	-36.00
12670	NJMVC	7003 Vehicle Maintenance - Cars	
12671	Police & Firemen's Insurance Association	4006 Police & Fire Insurance	-588.26
12672	DC Express	5016 Election	-105.00
12673	STAPLES CREDIT PLAN	5013 Office Supplies	-345.64
12674	JCP&L 10 Troy	6001 Building - Gas & Electric	-1,082.65
12675	Township of Hanover	-SPLIT-	-699.79
12676	Northeast Communications, Inc.	7009 Equip Maint /Radios/Pagers	-214.00
12677	Auto Zone	7017 Misc Maintenance Supplies	-121.89
12678	CF Services	-SPLIT-	-12,639.47
12679	TD Bank N. A.	8205 Promotions	-78.91
12680	Wittnebert, John	8201 Training - Classes	-202.70
12681	Approved Fire Protection	8004 Testing - Extinguishers	-263.99
12682	PSE&G 10 Troy	6001 Building - Gas & Electric	-813.00
12683	FIS On Site Services, LLC	-SPLIT-	-2,847.57
12684	84 Lumber	2009 Stand-By Fire / EMS	-1,052.50
			-
			<u>383,192.86</u>
			-
			<u><u>383,192.86</u></u>

8:24 – Comm Gethins made a motion to go into closed session for a personnel issue. Comm. Quinn seconded the motion and it passed unanimously.

At 9:26, the Board came out of closed session.



\*Comm. Willans made a motion to hire the new employee, Ken Moller with a start date of June 1<sup>st</sup> as long as the Chief is happy with all the background items that need to take place. He will start at the scheduled start salary and follow the outlined steps. The motion was seconded by Comm. Ehrich and passed unanimously.

Comm. Willans then made a motion to adjourn the meeting. The motion was seconded by Comm Ehrich and passed by all commissioners present.

Meeting was adjourned at 9:26

Respectfully submitted,  
Janet Hammond  
Assistant to the Board

## AGREEMENT TO PROVIDE LEGAL SERVICES

**THIS AGREEMENT**, dated March 13, 2023, is made BETWEEN the parties, The Board of Fire Commissioners, Hanover Township Fire District No. 2 with offices located at 10 Troy Hills Road, Whippany NJ 07981, 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, 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:

<u>Rate Per Hour</u>	<u>Services of</u>
\$180.00	All Attorneys
95.00	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), 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  
LANE J. BIVIANO, ESQ.

THE BOARD OF FIRE COMMISSIONERS  
HANOVER TOWNSHIP FIRE DISTRICT NO. 2

BY: [Signature]  
SECRETARY

BY: [Signature]  
PRESIDENT

## 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).