

**REGULAR AGENDA
FOR THE MAYOR AND COUNCIL MEETING, BOROUGH
OF SUSSEX, HELD AT THE MUNICIPAL BUILDING, 2 MAIN STREET
SUSSEX, NEW JERSEY AT 7:30 P.M. ON
JULY 15, 2010**

- A. **Mayor Parrott** will call the meeting to order. Clerk will call the roll.
- B. **Mayor Parrott** will invite all present to salute the flag and to remain standing for a moment of silence.
- C. **Mayor Parrott** will state that "This meeting is being held in compliance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-6. It has been properly advertised and certified by the Clerk."

D. **PRESENTATIONS:**

At this time Bob Schultz, DPW Supervisor, will present the DPW report to the Council.

At this time Jake Little, OEM Coordinator will present the Hazard's Mitigation Plan to the Council.

- E. **CONSENT AGENDA:** **Mayor Parrott** will request that all persons present review the consent agenda. If any member of the Council or public wishes an item on the consent agenda to be discussed and considered separately, a motion to this effect shall so be made at this time.

After all persons have had an opportunity to review the consent agenda and offer requests for changes, **Mayor Parrott** will request a motion to approve the consent agenda.

Member	Aye	Nay	N.V	ABS	Move	Sec
Dykstra						
Fransen						
LaBar						
Little						
Meyer						
Rose						
Parrott						

- F. **OPEN PUBLIC SESSION:** **Mayor Parrott** will request a motion to open the meeting to the public for any questions or comments concerning the good and welfare of the Borough.

Motion by: _____ Seconded by: _____ All in favor? _____

After giving all persons present an opportunity to address the Governing Body, **Mayor Parrott** will request a motion to close the meeting to the public and return to the regular order of business.

Motion by: _____ Seconded by: _____ All in favor? _____

- G. **COMMITTEE REPORTS:** **Mayor Parrott** will allow each member of the Council, Borough Clerk and Borough Attorney to present their respective committee report.

Mayor Parrott will offer the Mayor's Report.

H. **OLD BUSINESS:**

I. **NEW BUSINESS:**

1. **Approval of Meeting Minutes**

A motion is in order to approve the meeting minutes of the Regular Meeting and Executive Session held on June 15, 2010.

Member	Aye	Nay	N.V	ABS	Move	Sec
Dykstra						
Fransen						
LaBar						
Little						
Meyer						
Rose						
Parrott						

A motion is in order to approve the meeting minutes of the Special Meeting held on June 29, 2010.

Member	Aye	Nay	N.V	ABS	Move	Sec
Dykstra						
Fransen						
LaBar						
Little						
Meyer						
Rose						
Parrott						

2. Adoption Ordinance #2010-06 – Trucks over Four Tons

A motion is in order to adopt an ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 9, SCHECULE V, TRUCKS OVER FOUR TONS".

Member	Aye	Nay	N.V	ABS	Move	Sec
Dykstra						
Fransen						
LaBar						
Little						
Meyer						
Rose						
Parrott						

Before final roll call, Mayor Parrott will open the meeting to the public for any questions or concerns that they may have regarding Ordinance #2010-06.

3. Adoption Ordinance #2010-10 – Garage Sales

A motion is in order to adopt an ordinance entitled "AN ORDINANCE TO REPLACE SECTION 4-2 OF THE CODE OF THE BOROUGH OF SUSSEX REGARDING GARAGE SALES".

Member	Aye	Nay	N.V	ABS	Move	Sec
Dykstra						
Fransen						
LaBar						
Little						
Meyer						
Rose						
Parrott						

Before final roll call, Mayor Parrott will open the meeting to the public for any questions or concerns that they may have regarding Ordinance #2010-10.

4. Resolution # 2010-56R Clove Hill Manor Settlement

A motion is in order to adopt a resolution entering into a settlement with Clove Hill Manor in the amount of \$45,000.00.

5. Resolution #2010-55R – Increase of Bid Threshold

A motion is in order to adopt a resolution increasing the bid threshold from \$29,000 to \$36,000.

Member	Aye	Nay	N.V	ABS	Move	Sec
Dykstra						
Fransen						
LaBar						
Little						
Meyer						
Rose						
Parrott						

6. Introduction Ordinance #2010-11 – Sale of Block 301.08, Lot 68

A motion is in order to introduce an ordinance entitled "AN ORDINANCE OF THE BOROUGH OF SUSSEX, COUNTY OF SUSSEX, STATE OF NEW JERSEY AUTHORIZING THE SALE OF CERTAIN PROPERTY OWNED BY THE BOROUGH AND NOT REQUIRED FOR PUBLIC PURPOSES AND MORE COMMONLY KNOWN AS BLOCK 301.08, LOT 68.

Member	Aye	Nay	N.V	ABS	Move	Sec
Dykstra						
Fransen						
LaBar						
Little						
Meyer						
Rose						
Parrott						

7. Construction Interlocal Agreement

At this time a discussion will take place regarding the Construction Interlocal agreement – proposals from Vernon and Hardyston.

8. Contract – LEW Corporation for Lead Based Testing

A motion is in order to enter into a contact with the LEW Corporation in the amount of \$495.00 per home to do lead based paint testing on the five homes currently being rehabilitated with the Small Cities Grant monies.

Member	Aye	Nay	N.V	ABS	Move	Sec
Dykstra						
Fransen						
LaBar						
Little						
Meyer						
Rose						
Parrott						

9. U.S. Tank Painting – Payment in amount of \$128,478.00

A motion is in order to approve a payment in the amount of \$128,478.00 to U.S. Tank Painting for work done on the Borough Water Tank Painting Project – as recommended by John Ruschke, Water/Sewer Engineer.

Member	Aye	Nay	N.V	ABS	Move	Sec
Dykstra						
Fransen						
LaBar						
Little						
Meyer						
Rose						
Parrott						

10. Resolution #2010-57R – Amendment to 2010 Budget

A motion is in order to adopt a resolution amending the 2010 budget.

Member	Aye	Nay	N.V	ABS	Move	Sec
Dykstra						
Fransen						
LaBar						
Little						
Meyer						
Rose						
Parrott						

J. OPEN PUBLIC SESSION: **Mayor Parrott** will request a motion to open the meeting to the public for any questions or comments concerning the good and welfare of the Borough.

Motion by: _____ Seconded by: _____ All in favor? _____

After giving all persons present an opportunity to address the Governing Body, **Mayor Parrott** will request a motion to close the meeting to the public and return to the regular order of business.

Motion by: _____ Seconded by: _____ All in favor? _____

K. EXECUTIVE SESSION – IF REQUESTED

Mayor Parrott will request a motion to adopt a resolution to adjourn into Executive Session to discuss certain items excluded from the public.

Member	Aye	Nay	N.V	ABS	Move	Sec
Dykstra						
Fransen						
LaBar						
Little						
Meyer						
Rose						
Parrott						

THE OPEN PUBLIC MEETINGS ACT ALLOWS THE MAYOR AND COUNCIL TO EXCLUDE THE PUBLIC FROM A PORTION OF A MEETING IN CERTAIN CIRCUMSTANCES.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF SUSSEX, THAT THE PUBLIC SHALL BE EXCLUDED FROM DISCUSSION OF MATTERS ALLOWED BY NEW JERSEY LAW.

THE EXECUTIVE SESSION MINUTES WILL BE PLACED ON FILE IN THE BOROUGH CLERK'S OFFICE, AND WILL BE AVAILABLE TO THE PUBLIC AS PROVIDED FOR BY NEW JERSEY LAW.

Be further advised this Resolution shall take effect immediately.

L. MISCELLANEOUS COMMENTS: **Mayor Parrott** will allow each member of the Governing Body to offer any miscellaneous comments which they may have at this time.

M. ADJOURNMENT: **Mayor Parrott** will request a motion to adjourn the meeting.

Motion by: _____ Seconded by: _____ All in favor? _____

Table 3.3.3-1
Municipality Specific Mitigation Actions

Mitigation Action	Hazard	Application	Emergency Management	Director of Public Works	Timeline	Cost	Funding Source	Priority
Sussex Boro 1: Stream bank stabilization, rip-wrap installation surrounding confluence of Clove Brook and Papakating Creek.	Flood	Existing	Emergency Management	Director of Public Works	Six months - one year	\$500,000	FMA, PDM-C & HMGP if available	High
Sussex Boro 2: Stream bank stabilization of town reservoir and feeder waterway to water treatment plant.	Flood	Existing	Emergency Management	Director of Public Works	Two years	\$1.5 million	FMA, PDM-C & HMGP if available	High
Sussex Boro 3: Armoring of Lake Rutherford Dam located in High Point State Park.	Flood	Existing	Emergency Management	Director of Public Works	Two years	\$900,000	FMA, PDM-C & HMGP if available	High
Sussex Boro 4: Armoring of Colesville Reservoir Dam located Brink Road.	Flood	Existing	Emergency Management	Director of Public Works	One - two years	\$800,000	FMA, PDM-C & HMGP if available	High
Sussex Boro 5: Retrofit impact resistant windows and shutters on Sussex Fire Department located on Loomis Avenue.	Severe Winter Weather & Straight Line Winds	Existing	Emergency Management	Station Commander	Two years	\$50,000	PDM-C & HMGP if available	High
Sussex Boro 6: Implement Fire Wise Program throughout the Boro.	Wildfire	Existing and New	Emergency Management	OEM Coordinator	One year	Staff Time	FEMA Fire Grant	Low
Sussex Boro 7: Initiate All Hazards public education and outreach program.	All	Existing and New	Emergency Management	OEM Coordinator	One year	Staff Time	PDM-C & HMGP if available	High
Sussex Boro 8: Retrofit impact resistant windows and shutters on Sussex Middle School located on Loomis Avenue	Severe Winter Weather & Straight Line Winds	Existing	Emergency Management	School Board Administrator	Two years	\$125,000	PDM-C & HMGP if available	High

Municipal Emergency Preparedness Plan	Hazard Description	Location of Hazard	Impact Description	Response Strategy	Estimated Cost	Priority
Sussex Boro 9: Retrofit roof to meet current standards for snow load and high winds on original section of Sussex middle School located on Loomis Avenue.	Severe Winter Weather & Straight Line Winds	Existing	Emergency Management	School Board Administrator	One - two years	High
Sussex Boro 10: Backup generator for shelter at Sussex Christian School located on Unionville Avenue.	All	Existing	Emergency Management	OEM Coordinator	One year	High
Sussex Boro 11: Backup generator for shelter at EOC located on Main Street.	All	Existing	Emergency Management	OEM Coordinator	One year	High
Sussex Boro 12: Backup generator for shelter at Department of Public Works garage located on Brookside Avenue.	All	Existing	Emergency Management	OEM Coordinator	One year	High

**MINUTES OF THE MEETING OF THE
MAYOR AND COUNCIL
OF THE BOROUGH OF SUSSEX
HELD AT THE SUSSEX MUNICIPAL BUILDING
2 MAIN STREET, SUSSEX, NJ
JUNE 15, 2010**

Mayor Parrott called the meeting to order and requested the clerk to call the roll. Upon roll call, the following members of the Governing Body were present: Mr. Fransen, Mr. LaBar, Mrs. Little, Mr. Meyer, Mr. Rose, Mayor Parrott.

Absent: Mr. Dykstra

Mayor Parrott led the assembly in the flag salute and requested a moment of silence.

Mayor Parrott stated "This meeting is being held in compliance with the provisions of the Open Public Meetings Act, P.L. 1975, Ch. 231. It has been properly advertised and certified by the Clerk."

CONSENT AGENDA

Mayor Parrott requested that all persons present review the consent agenda and offer any comments they may have at this time regarding the consent agenda.

Mr. Fransen made a motion to accept the consent agenda of June 15, 2010. Seconded by Mr. Meyer.

CORRESPONDENCE (ACCEPTANCE FOR FILING ONLY OF THE FOLLOWING):

1. Letter dated June 2, 2010 to Ms. Leigh Ann Meyer from Catherine Gleason, Clerk/Administrator, regarding Ms. Meyer's appointment as a Class IV member to the Sussex Planning/Zoning board of Adjustment.
2. Letter dated June 2, 2010, to Harold Pellow from Catherine Gleason, Clerk/Administrator regarding Lakeview Terrace and Maple Avenue Projects.
3. Letter dated June 3, 2010 from the State of New Jersey to Catherine Gleason, Clerk, regarding Green Acres Program Project # 1921-84-060 Brookside Park, and 1921-88-065 Clove Lake restoration.
4. Letter dated May 28, 2010 from the State of New Jersey DOT to Mayor Chris Parrott regarding Sussex Borough's request to use property that is currently being leased by us offer to store DOT trucks in the DPW yard.
5. Letter dated May 27, 2010 from NJ Legislative Offices to the Honorable James S. Simpson, DOT Commissioner, regarding property that the Borough is currently leasing from the State DOT located on Rte 23 in Sussex Borough.
6. Letter dated June 3, 2010 from the State of NJ DOT to Chris Parrott responding to our request and offer regarding Rte. 23 alignment .
7. Letter dated May 4, 2010 from State of NJ DOT to Senator Oroho and Assemblywoman Littell McHose and Assemblyman Chiusano, responding to their letter regarding Route 23.
8. Letter dated June 2, 2010 from John Ruschke, Hatch Mott Macdonald to Martin J. Maloney, P.E. Parsons Brinckerhoff regarding Route 23 Sussex Bypass and Papakating Creek Bridge.
9. Memo dated June 7, 2010 to Colleen Little from Catherine Gleason, Clerk, regarding Ambulance information.
10. Letter dated June 3, 2010 to Mr. James Doherty, Administrator Wantage Township from Catherine Gleason, Clerk/Administrator Sussex Borough regarding the repainting of Sussex Borough water tanks.
11. Letter dated June 1, 2010 from Waste Management regarding increase in rates.

REPORTS (ACCEPTANCE FOR FILING OF THE FOLLOWING):

Tax Collectors cash book breakdown for April 2010 and May 2010
Vernon Township Animal Control report for the month of May 2010

APPLICATIONS (APPROVAL OF THE FOLLOWING):

RESOLUTIONS: (APPROVAL OF THE FOLLOWING):

1. Payment of bills for the meeting of June 15, 2010

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

OPEN PUBLIC SESSION #1

Mr. LaBar made a motion to open the meeting to the public for anyone wishing to address the Governing Body. Seconded by Mr. Fransen. All were in favor.

There being no one present who wished to address the Governing Body, Mrs. Little made a motion to close the meeting to the public, seconded by Mr. LaBar. All were in favor.

COMMITTEE REPORTS

Mr. Rose reported that the merchant's from Main Street would like the American flags to be put up on the poles. The Recreation Commission has scheduled the Harvest Festival for October 17th with a rain date of October 24th. The merchants do not have a problem with shutting down Main Street for the event.

Mrs. Little stated that on June 9th she met with Stephanie and Alison from the Recreation Commission regarding the lease of the Grange for the youth program. On June 10th she attended the PAC meeting. They discussed storm water management in backyards. Mrs. Little also stated that she ordered the supplies for the fishing contest out of the monies received from the Clean Communities grant. She also clarified that the Memorial Day services were held by the American Legion, in conjunction with the Sussex Fire Department.

Mr. Meyer reported that he, Bruce and Jon met with Hardyston regarding the possibility of them taking over the operation of the treatment plant. While he was there he also discussed the clearing of the stop signs in the Borough. Some of them were covered by bushes and trees and Bob thought that it was necessary to make sure that they were all visible so as not to cause a safety issue.

Mr. Meyer requested an Executive Session to discuss contracts.

Mr. Rose requested an Executive Session to discuss the negotiation of a water/sewer bill.

Mr. LaBar stated that they did not work on the planting and clean up of Clove Lake as was scheduled. It will be rescheduled for another time.

Mr. Fransen reported that the Planning Board met this month. At the meeting Brookside Auto was discussed. Mr. Nelson worked hand in hand with the owner and soon he will be planting the landscaping and grass. Franklin Sussex Auto Mall is waiting for paperwork from the State before they can begin and Ferguson Funeral Home will be coming before the Board in August. The Planning Board is going to be setting up a subcommittee to discuss the zoning issues that we have in town with regard to multi-family housing. It will take time but once we get it corrected it should help on both the revenue side and the tax side.

Mr. Ursin reported that he was directed to get information from other towns regarding their water/sewer billing procedures. He has given them examples from two towns that bill by EDU. Mr. Ursin also reported that Clove Hill Manor has new attorneys and that they are working in obtaining a settlement. We received the signed Alpine easement today via fax and we are just waiting for the notarized original before we tell the engineer to go forward with the drainage work.

Mrs. Gleason stated that the water tank painting project has begun and that the water tank here in town has been drained and is offline at this time.

Mayor Parrott reported that he met with a resident of Spruce Street regarding a drainage issue. While he was talking to her she indicated that she would be interested in purchasing the property next to her that is owned by the Borough.

Mr. Ursin stated that he will have an ordinance prepared for the next meeting which would allow the Borough to put the property up for sale.

Mayor Parrott also reported that he met with the code enforcement officers this week from Vernon regarding the proposal that they submitted for an Interlocal Construction Department. He was very satisfied with the meeting. Hardyston will also be giving us a proposal but they have indicated that they can not take over in September like Vernon would be able to.

Mayor Parrott also reported that he and Cathy met with representatives from the Sussex and Wantage Fire Departments regarding the water tank painting project. We wanted to make sure that we were all on the same page if there was a fire. The town would have adequate water in the case of an emergency. Dave Kirkham indicated that he should be notified right away so that he can make more water available for them if it is needed. Mayor Parrott stated that Wantage, the County and the State were also notified to call us and ask permission to open a hydrant during the project. Already Wantage has used the hydrant a few times without calling. Mayor Parrott stated that he has made it clear to them that they must notify us before they do it again.

Mayor Parrott also stated that he talked to Dr. Izbicki at the request of Mr. Dykstra. Dr. Izbicki indicated to him that if there is ever a problem that we should not hesitate to call him.

Mr. LaBar stated that he spoke to Mr. Dykstra before the meeting and that Frank indicated that he would make every effort to attend the meeting tonight.

Mayor Parrott also reported that this afternoon he, Cathy, Sam and the Borough's auditor's met with Jim Doherty, Judge Dana, the Court Administrator and Wantage's auditors to discuss the court audit. Our auditor's had found some issues regarding the closing of the accounts and a few other issues. Those issues were quickly settled but then Jim Doherty, in front of everyone, told the Mayor that he was going to recommend to his Committee that the Interlocal Court be dissolved. The discussion got a little heated with Mr. Doherty at first stating that it was because of the mess that the Sussex Court was in when given to them and the overwhelming workload. After discussion Mr. Doherty stated that it was in fact due to possible retirements that they would not be able to continue the shared service. After the meeting Mayor Parrott stated that he went to talk to the Committee members and that they were not aware of the decision made by Mr. Doherty. Mayor Parrott stated that considering the possibility that they may not continue providing court services to the Borough that we need to get proposals from other towns. Both Franklin and Vernon have indicated that they would be interested in giving us a proposal. Mayor Parrott stated that it was unfortunate that this is the way that the Borough had to find out that Wantage will not be continuing the Interlocal.

OLD BUSINESS

NEW BUSINESS

Approval of Meeting Minutes

Mr. LaBar made a motion to approve the meeting minutes of the Regular Meeting held on June 1, 2010. Seconded by Mr. Meyer.

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

Resolution #2010-47R – Cancellation of Reserve for Nutrition Project Balances

Mrs. Little made a motion to adopt a resolution authorizing the cancellation of reserve for Nutrition Balances Other Trust Fund, Borough of Sussex. Seconded by Mr. LaBar.

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

Resolution #2010-49R – Cancellation of Small Cities Loan Receivable Balances

Mr. Meyer made a motion to adopt a resolution authorizing the cancellation of Small Cities Loan Receivable Balances Other Trust Fund, Borough of Sussex. Seconded by Mr. Fransen.

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

Resolution #2010-50R – Cancellation of Reserve for Small Cities Interest Balances

Mr. LaBar made a motion to adopt a resolution authorizing the cancellation of reserve for Small Cities Interest Balances Other Trust Fund, Borough of Sussex. Seconded by Mr. Rose.

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

Resolution #2010-51R – Roadway Collection Sussex Fire Department

Mrs. Little made a motion to adopt a resolution approving a roadway collection by Sussex Fire Department on July 3, 2010, July 4, 2010, July 5, 2010, September 4, 2010, September 5, 2010 and September 6, 2010 upon approval of the NJ State Police and the Sussex County Sheriff's Office. Seconded by Mr. LaBar.

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

Resolution #2010-52R – Issuance of Estimated Tax Bills

Mr. Fransen made a motion to adopt a resolution authorizing the issuance of estimated tax bills. Seconded by Mr. LaBar.

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

Resolution #2010-53R – Approval of Liquor Licenses

Mrs. Gleason stated that the amended resolution, which includes the Green Restaurant was given to the Council before this evenings meeting.

Mr. Meyer made a motion to adopt a resolution approving the renewal of the following liquor licenses in the Borough of Sussex. Seconded by Mr. LaBar.

TEACH PADRAIG, LLC, T/A THE WINE BARN
38 Hamburg Avenue, Sussex, NJ 07461
License #1921-44-005-001

EMERALD CONSTRUCTION SERVICES, LLC, T/A ALLENS BAR & LIQUOR,
31 Loomis Avenue, Sussex, NJ 07461
License #1921-33-001-003.

FOUNTAIN SQUARE INN CORP, T/A FOUNTAIN SQUARE INN
82 Fountain Square, Sussex, NJ 07461,

ZIGGY KPZ INC, T/A THE GREEN RESTAURANT 7 PUB
3 Harrison Street, Newton, NJ 07860
License #1921-33-003-004, at 14 Newton Avenue, Sussex, NJ 07461

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

Adoption Ordinance #2010-08 – Licensing

Mr. Fransen made a motion to adopt an ordinance entitled "AN ORDINANCE TO REPLACE CHAPTERS 4-1 OF THE CODE OF THE BOROUGH OF SUSSEX REGARDING LICENSING". Seconded by Mr. LaBar.

Before final roll call Mayor Parrott opened the meeting to the public for any questions or concerns that they may have regarding Ordinance #2010-08.

There being no one from the public who wished to address the Governing Body regarding Ordinance #2010-08, Mayor Parrott closed the meeting to the public and returned to the regular order of business.

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

Adoption Ordinance #2010-09 – Water/Sewer Labor Fees

Mr. LaBar made a motion to adopt an ordinance entitled "AN ORDINANCE OF THE BOROUGH OF SUSSEX, COUNTY OF SUSSEX, STATE OF NEW JERSEY, AMENDING CHAPTER XIII ENTITLED 'WATER AND SEWER' AND CHAPTER XXIV ENTITLED 'FEES' OF THE CODE OF THE BOROUGH OF SUSSEX REGARDING WATER AND SEWER LABOR RATES".
Seconded by Mr. Meyer.

Before final roll call Mayor Parrott opened the meeting to the public for any questions or concerns that they may have regarding Ordinance #2010-09.

There being on one from the public who wished to address the Governing Body regarding Ordinance #2010-09, Mayor Parrott closed the meeting to the public and returned to the regular order of business.

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

Introduction Ordinance #2010-10 – Garage Sales

Mr. Meyer made a motion to introduce an ordinance entitled "AN ORDINANCE TO REPLACE SECTION 4-2 OF THE CODE OF THE BOROUGH OF SUSSEX REGARDING GARAGE SALES". Seconded by Mr. Fransen.

Mrs. Little stated that she thinks that two times a year is too few. She stated that she would prefer at least four a year.

Mr. Fransen stated that he felt that two was appropriate.

Upon roll call vote:

Ayes: Fransen, LaBar, Meyer, Rose

Nays: Little Absent: Dykstra Abstentions: None

FINAL READING: JULY 15, 2010

Social Affair Permit Application – Sussex Fire Department

Mr. LaBar made a motion to approve a Social Affair Permit submitted by the Sussex Fire Department to hold an event on July 24, 2010, from 6 pm to 1 am at the Sussex Fire House.
Seconded by Mrs. Little.

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

Acceptance of Job – Brookside Park Field Rehabilitation

Mrs. Little made a motion to table the acceptance of the Brookside Park Field Rehabilitation until Harold Pellow tells us that the contractor has taken care of a few issues down at the field.
Seconded by Mr. LaBar. All were in favor.

Introduction Ordinance #2010-06 – Trucks Over Four Tons

Mr. LaBar made a motion to introduce an ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 9, SCHEDULE V, TRUCKS OVER FOUR TONS". Seconded by Mr. Meyer.

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

FINAL READING: JULY 15, 2010

Lease Agreement – Grange Hall

Mr. Rose made a motion to enter into a lease agreement with the Grange Hall, 50 East Main Street, for the Recreation Commission to sponsor a youth group, for the term of one year at a yearly cost of \$1,200.00 to be paid quarterly. Seconded by Mr. Meyer.

Upon roll call vote:

Ayes: Fransen, LaBar, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: Little

OPEN PUBLIC SESSION #2

Mr. LaBar made a motion to open the meeting to the public for anyone wishing to address the Governing Body. Seconded by Mr. Rose. All were in favor.

There being no one else present who wished to address the Governing Body, Mr. LaBar made a motion to close the meeting to the public, seconded by Mrs. Little. All were in favor.

EXECUTIVE SESSION

In accordance with the provisions of the Open Public Meetings Act, Mr. Fransen made a motion to adjourn into closed executive session to discuss contract issues and negotiations regarding a water bill. Motion seconded by Mr. LaBar.

Upon roll call vote:

Ayes: Fransen, LaBar, Little, Meyer, Rose

Nays: None Absent: Dykstra Abstentions: None

After meeting in closed session, the Governing Body returned to their seats and Mr. LaBar made a motion to reconvene into open public session. Seconded by Mr. Meyer. All were in favor.

MISCELLANEOUS COMMENTS

ADJOURNMENT

There being no further items for discussion by the Mayor and Council, Mr. LaBar made a motion to adjourn the meeting, seconded by Mr. Meyer. All were in favor.

Christian Parrott, Mayor

Catherine Gleason, RMC

**MINUTES OF THE MEETING OF THE
MAYOR AND COUNCIL
OF THE BOROUGH OF SUSSEX
HELD AT THE SUSSEX MUNICIPAL BUILDING
2 MAIN STREET, SUSSEX, NJ
JUNE 29, 2010**

Mayor Parrott called the meeting to order and requested the clerk to call the roll. Upon roll call, the following members of the Governing Body were present: Mr. Dykstra (arrived at 7:35), Mrs. Little, Mr. Meyer, Mr. Rose, Mayor Parrott.

Absent: Mr. Fransen, Mr. LaBar

Mayor Parrott led the assembly in the flag salute and requested a moment of silence.

Mayor Parrott stated "This meeting is being held in compliance with the provisions of the Open Public Meetings Act, P.L. 1975, Ch. 231. It has been properly advertised and certified by the Clerk."

OPEN PUBLIC SESSION #1

Mrs. Little made a motion to open the meeting to the public for anyone wishing to address the Governing Body. Seconded by Mr. Rose. All were in favor.

There being no one present who wished to address the Governing Body, Mrs. Little made a motion to close the meeting to the public, seconded by Mr. Rose. All were in favor.

NEW BUSINESS

Resolution #2010-54R – Liquor License Renewal

Mr. Rose made a motion to adopt a resolution granting permission to Director of Division of ABC for renewal of License 1921-33-004-004, Sussex Inn Inc. Seconded by Mr. Meyer.

Upon roll call vote:

Ayes: Dykstra, Little, Meyer, Rose

Nays: None Absent: Fransen, LaBar Abstentions: None

Award of Contract – M. Sky Construction Corporation – Maple Avenue Drainage

Mr. Meyer made a motion to award a contract in the amount of \$35,415.00 to M. Sky Construction to do the proposed drainage improvements to Maple Avenue. (upon recommendation of the Borough Engineer, Harold Pellow). Seconded by Mr. Rose.

Upon roll call vote:

Ayes: Dykstra, Little, Meyer, Rose

Nays: None Absent: Fransen, LaBar Abstentions: None

Acceptance of Brookside Park Recreation Field Rehabilitation

Mr. Rose made a motion to accept the Brookside Park Recreation Field Rehabilitation Project and to pay Robert W. Wogisch Landscape Contractor \$24,496.08. (\$499.92 retainage) as recommended by the Borough Engineer Harold Pellow. Seconded by Mr. Dykstra.

Upon roll call vote:

Ayes: Dykstra, Little, Meyer, Rose

Nays: None Absent: Fransen, LaBar Abstentions: None

Discussion – Interlocal Construction Services Agreement

At this time a discussion took place regarding the proposals submitted by Vernon Township and Hardyston Township for construction services. Mayor Parrott stated that the Vernon proposal is for everything, construction, housing inspections and zoning, at a price of \$75,000. Hardyston's proposal doesn't include zoning or the housing inspections. We would have to hire someone, perhaps Steve Danner to do the inspections. Every fifth year, however, the multiple unit properties would have to be inspected by the State. Steve has been working with Kevin to get a feel for what the inspections would entail. Another consideration would be to hire Kevin to

continue doing them but Kevin is not sure right now what Wantage is going to propose to him. If Wantage goes with Hardyston for their construction services they told Kevin that they would keep him on full time to do their zoning and their housing inspections. Maria has stated that she would be interested in extra hours to do the clerical work if we choose to go that route. Steve has also indicated that he would be interested in doing it.

Mrs. Little stated that she would like Vernon to agree to a three percent increase like Hardyston has proposed and Mrs. Gleason stated that we asked them to change that and they did.

Mayor Parrott stated that originally we asked for a 2.5% increase but we compromised on 3%. Vernon has contracts in place that give more than a 3% increase so we found that compromise reasonable.

Mrs. Little stated that there would be an initial charge from Hardyston to purchase the software necessary to run the program and then a fee of \$1600 a year. Vernon would not require us to do that. She also stated that Hardyston would like us to use their fee schedule and Vernon says that we can continue to use ours. She would like to continue to use ours if they are more reasonable.

Mr. Meyer stated that if Hardyston's are more than we should go with theirs – it would generate more revenue

Mr. Dykstra stated that he is happy with the way Vernon is doing our animal control services and that their construction proposal was for the entire thing. He asked if the clerk would get a copy of all of the town's fees so that we could compare them.

Mrs. Gleason stated that we really need to make a decision by the next Council meeting.

Mr. Dykstra asked if they could have all of the figures so that they can make a decision – what it would cost for us to do the zoning and housing in house if we were to go with Hardyston for the construction services.

Mayor Parrott reported that he spoke with Judge Dana about the Interlocal court agreement and that Judge Dana wants to continue providing the service to Sussex. The judge informed him that he will keep a closer eye on the finances and make sure that the court runs as efficiently as possible. The judge has spoken to the AOC and has been given permission to dismiss some of the older cases, which will decrease the workload of the court staff. The court audit found \$13,000 that was still owed to the Borough from last year.

Mayor Parrott asked the Councilmembers if they still would like him to get proposals from other towns and after discussion they stated that he should. It would be doing a disservice to the taxpayers if we did not go out to see if we can get a better deal.

OPEN PUBLIC SESSION #2

Mrs. Little made a motion to open the meeting to the public for anyone wishing to address the Governing Body. Seconded by Mr. Rose. All were in favor.

TerryAnn Zander, Advertiser News, asked if we have gotten any calls from residents regarding the estimated tax bills and Mrs. Gleason responded that they only went out in the mail today.

Ms. Zander asked what would be the best way to get a hold of Alison Luke, the Recreation Chairperson and Mr. Rose gave Ms. Zander her phone number.

Ms. Zander asked why the Borough kept a retainer for the Brookside project and Mrs. Gleason stated that it is standard procedure. We kept some money in case the sod does not take hold and it needs to be replaced.

Ms. Zander also asked if the Borough gave notice to Wantage by June 23rd that we would no longer be using them for construction services beginning in September. Mrs. Gleason responded that we did give them notice because we have two offers from other towns, both of which can start the service in September. Wantage may be going with Hardyston as well in September.

There being no one else present who wished to address the Governing Body, Mr. Meyer made a motion to close the meeting to the public, seconded by Mrs. Little. All were in favor.

MISCELLANEOUS COMMENTS

Mrs. Gleason stated that she has contacted the Reverend who wants to run the youth group to inform him that before he starts he has to have a background check done. He stated that he would have it done. Mrs. Gleason stated that she has not heard back from him yet.

ADJOURNMENT

There being no further items for discussion by the Mayor and Council, Mrs. Little made a motion to adjourn the meeting, seconded by Mr. Rose. All were in favor.

Christian Parrott, Mayor

Catherine Gleason, RMC

**SUSSEX BOROUGH
ORDINANCE #2010-06**

**AN ORDINANCE TO AMEND CHAPTER 9, SCHEDULE V,
TRUCKS OVER FOUR TONS**

BE IT ORDAINED by the Mayor and Council of the Borough of Sussex, Sussex County, New Jersey as follows:

Section 1.

Chapter 9, Schedule V of the Code of the Borough of Sussex is hereby amended as follows:

SCHEDULE V

TRUCKS OVER FOUR TONS

In accordance with the provisions of subsection 9-4.1, trucks over four tons gross weight are excluded from the following described streets or parts of streets.

<i>Name of Street</i>	<i>Location</i>
<i>Fountain Square</i>	<i>Entire Street (except for local deliveries)</i>
<i>Main Street</i>	<i>Entire Street (except for local deliveries)</i>
<i>Newton Avenue</i>	<i>Entire Street (except for local deliveries)</i>
<i>Spring Street</i>	<i>Entire Street (except for local deliveries)</i>
<i>Weibel Plaza</i>	<i>Entire Street</i>

Section 2. When Effective

This ordinance shall take effect immediately upon passage and publication as required by law.

Christian Parrott, Mayor

ATTEST:

Catherine Gleason, Borough Clerk

NOTICE

TAKE NOTICE that the above entitled ordinance was introduced at a regular meeting of the Borough Council of the Borough of Sussex on June 1, 2010 and will be considered for final passage after public hearing at a regular meeting of the Borough Council of the Borough of Sussex to be held on June 15, 2010 at 7:30 p.m. in the Municipal Building, Sussex, New Jersey.

Catherine Gleason, Borough Clerk

ORDINANCE 2010-10

**AN ORDINANCE TO REPLACE SECTION 4-2
OF THE CODE OF THE BOROUGH OF SUSSEX
REGARDING GARAGE SALES**

BE IT ORDAINED by the Mayor and Council of the Borough of Sussex in, Sussex County, New Jersey as follows:

Section 1.

Chapter 4-2 of the Code of the Borough of Sussex is here by replaced as follows:

§ 4.2.1. Title.

This chapter shall be known as the "Garage Sale Ordinance of the Borough of Sussex".

§ 4.2.2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

GARAGE SALE -- Includes all sales entitled "garage sale," "lawn sale," "attic sale," "rummage sale" or any similar casual sale of goods which is advertised by any means whereby the public at large is or can be made aware of the sale.

GOODS -- Includes any tangible personal property capable of being the object of a sale regulated hereunder and which is owned by the licensee.

OCCUPANT -- The owner, lessee or tenant residing on the premises.

PERSON -- Includes individuals, partnerships, voluntary associations and corporations.

§ 4.2.3. Frequency/Conduct of sale.

A. No person or property shall conduct a garage sale more than two times per year.

B. The person conducting the garage sale and/or the property owner shall be responsible for the maintenance of good order and decorum on the premises during all hours of such sale or activity. No such licensee shall permit any loud or boisterous conduct on such premises, nor permit vehicles to impede the passage of traffic on any roads or streets in the area of such premises. All licensees and person attending such sale shall obey the reasonable orders of the Police, Parking Enforcement Officer or Fire Police in order to maintain the public health, safety and welfare. All licensed premises shall at all times be subject to such reasonable rules as may be made from time to time by the borough and shall be subject to inspection at all times by the Building Inspector, Parking Enforcement Officer and Fire Chief, or any of their agents, or any other duly authorized representative of the borough.

§ 4.2.4. Hours of sale.

All garage sales shall be conducted between the hours of 9:00 a.m. and 6:00 p.m. only.

§ 4.2.5. Signs.

Signs for garage sales are not to exceed two by two feet in size and cannot be placed on the premises earlier than 5 days prior to the sale and must be removed within 24 hours after the sale has terminated.

§ 4.2.6. Prohibited sales.

It shall be unlawful for any person to offer for sale mattresses, bedsprings, cots, lounges and sofas in any garage sale authorized under this chapter without first complying with the appropriate section of N.J.S.A. 26:10-1 through 26:10-18 with respect to the labeling, sterilizing and disinfecting of the mattresses, bedsprings, cots, lounges and sofas.

§ 4.2.7. Certain persons and sales excepted.

The provisions of this chapter shall not apply to or affect the following persons or sales:

A. Any sale conducted by any merchant or mercantile or other business establishment from or at a place of business wherein such sale would be permitted by the zoning regulations of the borough or under the protection of the nonconforming use section thereof, or any other sale conducted by a manufacturer, dealer or vendor, and which sale would be conducted from properly zoned premises and not otherwise prohibited in the section.

B. Person acting in accordance with their powers and duties as public officials.

C. Any person selling or advertising for sale an item or items of personal property which are specifically named or described in the advertisement, and which separate items do not exceed five in number.

§ 4.2.8. Enforcement by Building Inspector.

This chapter shall be enforced by the Zoning Officer. It shall be the duty of the Zoning Officer to investigate any violations of this chapter coming to his attention, whether by complaint or arising from his own personal knowledge; and if a violation is found to exist, he shall prosecute a complaint before the local Municipal Court, pursuant to the provisions of this chapter.

§ 4.2.9. Violations and penalties.

Any person violating any of the provisions of this chapter shall, upon conviction, be punished by a fine not exceeding \$250.00 in the discretion of the court. Each separate day a violation occurs shall be a separate violation of this ordinance.

Section 2 Partial Invalidity.

If any section, subsection, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this ordinance.

Section 3 Effective date.

This ordinance shall become effective upon adoption and publication in accordance with Law.

NOTICE IS HEREBY GIVEN that the attached Ordinance 2010-10 was introduced at a regular meeting of the Mayor and Council of the Borough of Sussex, Sussex County, New Jersey, held on the 15th day of June 2010, and passed on first reading, and that such Ordinance will be further considered for final passage and adoption at the regular meeting of the Mayor and Council to be held on the 15th day of July 2010, at Borough Hall, 2 Main Street, in the Borough of Sussex, at 7:30 p.m., and that at such time and place all persons interested be given an opportunity to be heard concerning said Ordinance.

Catherine Gleason, Borough Clerk

Christian Parrott, Mayor

Date Adopted:

LFN 2010-13

June 17, 2010

Local Finance Notice

Chris Christie
Governor

Kim Guadagno
Lt. Governor

Lori Grifa
Commissioner

Marc Pfeiffer
Acting Director

Contact Information

Director's Office

V. 609.292.6613
F. 609.292.9073

Local Government Research

V. 609.292.6110
F. 609.292.9073

Financial Regulation and Assistance

V. 609.292.4806
F. 609.984.7388

Local Finance Board

V. 609.292.0479
F. 609.633.6243

Local Management Services

V. 609.292.7842
F. 609.633.6243

Authority Regulation

V. 609.984.0132
F. 609.984.7388

Mail and Delivery

101 South Broad St.
PO Box 803
Trenton, New Jersey
08625-0803

Web: www.nj.gov/dca/lgs

E-mail: digs@dca.state.nj.us

Distribution

Municipal and Freeholder Clerks
Chief Financial Officers
Purchasing Agents
School Business Administrators
Authority Executive Directors
Fire District Commissioners

ADJUSTMENT OF PUBLIC BIDDING THRESHOLD JULY 1, 2010

Pursuant to N.J.S.A. 40A:11-3(c) and 18A:18A-3(b), Governor Chris Christie has exercised his authority to adjust the bid thresholds for awarding contracts by various contracting units. Please be advised that the bid threshold for contracting units governed by the Local Public Contracts Law (N.J.S.A. 40A:11-2) and the Public School Contracts Law (N.J.S.A. 18A:18A-2) will rise from **\$21,000 to \$26,000** on July 1, 2010.

Contracting units that have appointed a Qualified Purchasing Agent pursuant to N.J.S.A. 40A:11-9(b) and take advantage of a higher bid threshold pursuant to N.J.S.A. 40A:11-3(a) and 18A:18A-3(a), have their maximum bid threshold increased from **\$29,000 to \$36,000**.

Contracting units should review their procurement policies and enabling resolutions or ordinances (as appropriate to the agency) to determine what action, if any, is needed to take advantage of the higher bid and quotation thresholds. Where the contracting unit has set fixed amounts, the governing body should act accordingly to adjust the bid and quotation threshold amounts. This should also be reflected if resolutions appointing a qualified purchasing agent used fixed threshold amounts.

While the bid threshold has increased, contracting units can set their threshold at a lower amount to encourage greater competition between vendors.

Contracts exceeding the new threshold are subject to the appropriate requirements of the Local Public Contracts Law and the Public School Contracts Law. As a result of the change in bid threshold, the 15% threshold for the informal receipt of quotations thresholds of N.J.S.A. 40A:11-6.1(a) and 18A:18A-37(a) also changes. The following table summarizes the new bid and quotation thresholds.

	Bid Threshold	Quotation Threshold
Base amount	\$26,000	\$3,900
With Qualified Purchasing Agent	\$36,000	\$5,400

Please note that the political contribution threshold (pay-to-play) of \$17,500 remains in place. All procurement over \$17,500 and less than agency's new, higher bid threshold (window contracts) are subject to those laws.

An exception to this calculation involves contracts that fall under N.J.S.A. 27:2-1, dealing with "Road contracts." This law requires that "...when the cost of constructing, reconstructing or resurfacing any State, county or municipal road, street or highway, or portion thereof, will exceed..." the bid threshold, the odd-year threshold formula that was in effect prior to P.L 1999, c. 440 for all contracting units, still applies. Under this formula, the threshold for these road projects is currently \$17,200.

In addition, the law regulating bidding for public school student transportation contracts under N.J.S.A. 18A:39-3 is currently \$17,200.

The Division of Purchase and Property website has the full schedules for 5-year adjustments and 2-year adjustments.

Recipients are asked to distribute copies of this Notice to personnel such as the Chief Administrative Officer, Chief Financial Officer, Purchasing Agent, and other staff members who deal with purchasing issues.

If you have any questions regarding this matter, please feel free to contact our staff at (609) 292-7842 or by e-mail at lpcl@dca.state.nj.us.

Approved: Marc Pfeiffer, Acting Director

Table of Web Links

Page	Shortcut text	Internet Address
1	5-year adjustments	http://www.state.nj.us/treasury/purchase/adjpubbid05.shtml
2	2-year adjustments	http://www.state.nj.us/treasury/purchase/adjpubbid02.shtml



**Department of Community Affairs
Division of Local Government Services**

This certifies that

Grant W. Rome

has successfully met the requirements
established by Chapter 440, Laws of 1999 and is
hereby officially recognized as a

Qualified Purchasing Agent

July 21, 2006

Issue Date

Jon S. Corzine, Governor
State of New Jersey

Susan Bass Levin, Commissioner
Department of Community Affairs

Susan Jacobucci, Director
Division of Local Government Services

**SUSSEX BOROUGH
ORDINANCE NO. 2010-11**

**AN ORDINANCE OF THE BOROUGH OF SUSSEX, COUNTY OF SUSSEX,
STATE OF NEW JERSEY AUTHORIZING THE SALE OF CERTAIN
PROPERTY OWNED BY THE BOROUGH AND NOT REQUIRED FOR PUBLIC
PURPOSES AND MORE COMMONLY KNOWN AS
BLOCK 301.08 LOT 68**

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-13 authorizes the sale by municipalities of any real property, capital improvements or personal property or interests therein, not needed for public use by open public sale at auction to the highest bidder after the required newspaper advertisements; and

WHEREAS, the Borough of Sussex is the owner of certain real property known as Spruce Avenue, Block 301.08 Lot 68; and

WHEREAS, said property is not needed for public use, and the Borough Council has determined that it is in the best interest of the Borough to sell the property; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Sussex, County of Sussex, State of New Jersey, that:

1. The property known as Block 301.08 Lot 68 shall be offered for sale by open public sale at auction to the highest bidder, pursuant to N.J.S.A. 40A:12-13. Said auction shall be conducted on September 21, 2010 at 7:30 p.m. at the Municipal Building, 2 Main Street, Sussex, New Jersey.

2. The said property shall be sold subject to the following terms and conditions:

(a) The said property shall be sold for not less than \$5,600.00. As part of the purchase price, the successful bidder will grant the Borough a twenty foot (20') Drainage Easement on their lot for the construction of an underground pipe.

(b) The sale shall be made at public auction, after legal advertisement of this Ordinance, and shall be to highest bidder.

(c) The Borough does not warrant or certify title to the property and in no event shall the Borough of Sussex be liable for any damages to the purchaser-successful bidder if title is found unmarketable for any reason and the purchaser-successful bidder waives any and all right in damages or by way of liens against the Borough. The sole remedy being the right to receive a refund prior to closing the ten percent (10%) deposit paid in the event title is found unmarketable. It shall be the obligation of the successful purchaser to examine title to said

premises prior to the closing. In the event of closing and a later finding of defect of title, the Borough shall not be responsible for same, shall not be required to refund money or correct any defect in title or be held liable for damages.

(d) Acceptance of the highest bid shall constitute a binding agreement of sale and the purchaser shall be deemed to agree to comply with the terms and conditions of the sale herein contained.

(e) The purchaser shall be required to pay upon the acceptance of the purchaser's bid ten percent (10%) of the bid, plus \$450.00 to cover the Borough's transaction costs, in cash or check; said payment shall be returned to the purchaser without interest, if the title to said property is legally determined to be unmarketable, providing claim is made therefore within ninety (90) days after the sale.

(f) A Bargain and Sale Deed without covenants will be delivered at the office of the Borough Clerk on or before thirty (30) days after the date of the sale at which time and place the balance of the purchase price shall be required to be paid in cash or certified check. The Mayor and Clerk are hereby authorized to execute said Deed.

(g) The Deed of Conveyance will be subject to all matters of record, which may affect title herein, what an accurate survey may reveal, the Ordinances of the Borough of Sussex and reserving an easement for all natural or constructed drainage systems, waterways and water easements on the premises, if any, and the continued right of maintenance and flow thereof.

(h) The purchaser shall also pay to the Borough of Sussex the cost of preparation of this Ordinance and the Deed of Conveyance plus all charges of sale, including the cost of advertisement, the notice of public sale and all other instruments necessary or required by law at the time of the sale.

(i) The property will be sold subject to 2010 taxes, pro rated from the date of sale.

(j) The governing body does hereby reserve the right to withdraw this offer to sell, or upon completion of the bidding to accept or reject any or all bids for said property or to waive any informality in relation thereto.

(k) The property shall only be sold to adjoining landowners. The successful bidder must merge the subject lot with the bidder's adjoining lot by Deed within 30 days of the date of sale.

Effective Date.

This Ordinance shall take effect upon final passage and publication as provided by law.

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced to pass on first reading at a regular meeting of the Council of the Borough of Sussex held on July 15, 2010, at 7:30 PM and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a regular meeting of the Borough Council to be held on August 17, 2010, at 7:30 PM, or as soon thereafter as the Borough Council may hear this Ordinance at the Municipal Building, 2 Main Street, Sussex, New Jersey, at which time all persons interested may appear for or against the passage of said Ordinance.

Catherine Gleason, Clerk

Township of Wantage/Borough of Sussex
Assessment Department
888 Route 23
Wantage, NJ 07461

PHONE: 973-875-7193

FAX: 973-875-6999

June 25, 2010

Courter, Kobert & Cohen
John Ursin
1001 Route 517
Hackettstown, NJ 07840

RE: Block 301.08 Lot 68

Dear Mr. Ursin:

The only value an assessor can set on a piece of property is an assessment, which is a value the assessor must stand by. Determining a value for any other purpose would be inappropriate and could be construed as a conflict of interest.

The property is currently assessed for \$2,800. The current ratio for the Borough is 49.59% which reflects a market value of \$5,600.

Should you have any questions concerning this matter please do not hesitate to call my office.

Sincerely,



Melissa Rockwell, CTA

cc: Cathy Gleason, Clerk/Administrator

COST OF MARIA AND STEVE RUNNING ZONING/HOUSING INSPECTION DEPARTMENT:

STEVE:

14 HRS X \$15.00 AN HOUR - \$210.00 PER WEEK

\$10,920.00 PER YEAR

HE CURRENTLY MAKES \$13.00 AN HOUR FOR 20 HRS A WEEK AS QUALITY OF LIFE OFFICER. IF WE INCREASE HIM TO \$15.00 AN HOUR IT WOULD BE \$40.00 EXTRA PER WEEK, OR \$2080.00 PER YEAR.

TOTAL STEVE: \$10,920.00 + \$2,080.00 = \$13,000.00 A YEAR

MARIA:

9 HRS X \$18.00 AN HOUR - \$162.00 PER WEEK

TOTAL MARIA - \$8,424.00 PER YEAR

TOTAL FOR MARIA AND STEVE TO RUN DEPARTMENT: \$21,424.00



TOWNSHIP OF HARDYSTON

★
HARDYSTON, NEW JERSEY 07419

Office of Township Manager
Marianne Smith
149 Wheatworth Road, Suite A
Hardyston, NJ 07419
(973) 823-7020 or (973) 697-4895
Extension: 9410
Fax: (973) 823-7021
E-mail: msmith@hardyston.com

June 21, 2010

Catherine Gleason, Clerk/Administrator
Sussex Borough
2 Main Street
Sussex, NJ 07461

Re: Proposal to Provide Inter-Local Construction/Sub-Code Services

Dear Cathy:

This letter is in response to Sussex Borough's request of Hardyston Township to offer a proposal to provide inter-local services for all Uniform Construction Code services and all services relative to zoning, housing and property maintenance enforcement. As you know, it was originally requested that two proposals be offered – one to commence on September 1, 2010 and an alternative that would commence on January 1, 2011.

After careful review of your request, our staffing capabilities and considering your present costs, the Township of Hardyston wishes to provide the Borough with a proposal for Uniform Construction Code services only at this time. Presently, the Township is not adequately staffed to provide the non-UCC services of zoning, housing and property maintenance enforcement.

We are pleased to offer the Borough of Sussex the following proposal for inter-local services relative strictly to construction office functions. Originally, we expected to give you two proposals, one that would represent the cost if both Sussex and Wantage joined Hardyston's inter-local department, and the other would be if only Sussex joined. After careful consideration, it was decided to provide one price, which is the lower price regardless if one or both municipalities join. Should the Borough choose to move forward, a formal contract will be drafted to incorporate the following conceptual terms into an agreement to be executed by both parties:

1. Services shall commence on January 1, 2011; however, at the Borough's discretion, services could commence on September 1, 2010 on a pro-rated monthly basis, utilizing the proposed rate established for 2011.

2. The annual cost for said services shall be \$40,000.00 for the period of January 1, 2011 – December 31, 2011.
3. The term of the contract shall be for 4 years, which will include an escalator of 3% per year calculated against the base 2011 rate of \$40,000.
4. Hardyston Township will continue to run the construction department from their municipal building located at 149 Wheatsworth Road in Hardyston; however, Wantage Township is also considering joining the inter-local department. Should they formally become a partner, a satellite office will be maintained on a part-time basis at the Wantage Municipal Building, located at 888 Route 23 S., Wantage.
5. Hardyston Township will provide the services of a building inspector and clerical staff person to the proposed Wantage satellite office during times to be formally determined by the parties. This would not be on a full-time basis, but on a part-time basis to provide convenience to Wantage and Sussex residents.
6. The Provider's Construction Office shall be open during normal business hours of 40 hours per week (excluding holidays of the Provider).
7. The Construction Official/Building Inspector shall be available for consultation with the public and/or and Sussex Borough employees during normal business hours, forty (40) hours per week, by telephone or in person at the Hardyston Township Municipal Building. The Construction Official will be available, under special circumstances at no additional charge, to be in Sussex Borough at times outside of normal business hours for special meeting, appointments relative to special circumstances or emergencies, or for necessary court appearances.
8. The following administrative and enforcement personnel will be provided by the Hardyston Township to the Borough of Sussex:
 - Construction Official
 - Building Sub-Code Official and Building Inspector
 - Electric Sub-Code Official
 - Plumbing Sub-Code Official
 - Fire Sub-Code
 - Fire Prevention Sub-Code

9. Our existing staff presently consists of the following (resumes are provided herewith where available):
 - Two full-time licensed Construction Officials, one of which serves as the Construction Official and Fire Subcode Official and Inspector;
 - The other serves as the Full-time Building Subcode Official and Inspector
 - One part-time Electric Sub-Code Official
 - One part-time Electric Sub-Code Official
 - One part-time Fire Prevention Sub-Code Official
 - One full-time Construction Technical Assistant
 - One full-time Assistant to the Technical Assistant
10. Should Wantage choose to join our inter-local department, Hardyston Township proposes to hire Wantage Township's current employee, Patrick Stefaneli.
11. Similarly, should Wantage join our department, Hardyston Township proposes to hire an additional clerical staff person, who would be chosen at our discretion and at a rate to be determined by the Township of Hardyston.
12. Based on State regulation, Hardyston Township's fee schedule would be applied to all permits received for projects or work to be completed within Sussex Borough.
13. All permit fees and other fees collected by the Construction Department Personnel shall be retained by Hardyston Township. The total revenue collected by Hardyston relating to Sussex Borough's construction activity as of November 30th of each year shall be deducted from the contracted amount due from Sussex under the terms of the Agreement. Whatever balance remains due on November 30th of each year will be billed to the Borough of Sussex to be payable before December 31. December permit fees collected shall be used by Hardyston to offset the calculation for the following year. Should fees be collected in excess of the contract amount, Hardyston Township will retain the first 20% of the contract amount (in this case it would be approximately \$8,000 for the first year) in order to offset expected increased costs to provide expanded services, under these types of unusual circumstances and the fees collected in excess of 20% over the contract amount would be split 20/80 (20% to Provider and 80% to Recipient) between the two municipalities thereafter.
14. Hardyston Township will provide for all operational needs of the department, including, but not limited to office space at the Hardyston Township Municipal Building, utilities for said space, equipment, maintenance of all code books, general office supplies, copier and faxing capabilities, telephone, vehicle and/or

mileage reimbursements for inter-local employees of the agreement, costs associated with education, licensing and certifications for inter-local department employees, gasoline, vehicle maintenance for vehicles utilized by the department and utilized to perform services under the proposed agreement.

15. At all times, Hardyston Township shall maintain responsibility for and control over the personnel hired to operate the department. All citizen inquiries and/or complaint resolutions shall be handled through Hardyston Township. The Township Manager of Hardyston Township and/or the Department of Community Affairs, as appropriate, shall handle any public comments involving the Construction Code Official and Staff. All inquiries, concerns or questions relating to the department emanating from Sussex Borough should be communicated to the Hardyston Township Manager through the Sussex Borough Clerk/Administrator or other liaison designated by the Sussex Borough Council.
16. The Construction Official shall furnish Sussex Borough and Hardyston Township with an annual report of services rendered to each respective municipality. The Construction Official shall also provide the Borough with a comprehensive monthly report of activity, trends and revenue generation.
17. This proposal is predicated on Sussex Borough investing in the purchase of software licensing and converting their construction department records and information to the Mitchell Humphrey Gov/Excel program. The estimated cost for said software and conversion should be approximately \$5,000 - \$7,000. Thereafter, annual software licensing is normally in the area of \$1,600/year. The cost of the license, conversation and annual licensing renewals will be the responsibility of the Borough of Sussex. Hardyston Township and all of its existing partners are currently utilizing this program and found it to be highly efficient and progressive in its ability to provide a variety of reporting and tracking options.

The aforementioned provisions are similar in scope and nature to contracts already executed with our other partners. As we have stated, we regret that we cannot provide a proposal for non-construction code services at this time, but believe that the Township can provide the highest level of service for the most competitive of costs as it relates to construction code and sub-code services.

Catherine Gleason, Clerk/Administrator
June 21, 2010
Page Five

We look forward to continuing this discussion and ultimately would be eager to formalize a partnership in this regard with the Borough, with the hope to build on and expand our positive inter-local relationship. If you have any questions or comments, please do not hesitate to contact me. Thank you for giving Hardyston an opportunity to provide you with this proposal.

Very truly yours,



Marianne Smith
Township Manager

Encs.

Cc: Hardyston Township Council
Robert Schultz, Deputy Manager/Public Works Director
Keith Utter, Construction Official



Areas of Skills and Knowledge:

Construction of residential, commercial & industrial structures
 Project design, layout, and coordination
 Supervision of construction
 Interior and exterior finishes
 Basic electrical and mechanical systems
 Energy conservation
 Interior environmental control
 Plan review and blueprint reading
 Building codes and inspections
 Fire protection systems
 Administrative code enforcement
 Land use law and administration
 Real estate development
 Professional Photography (film & digital)

Employment History:

- 6/07 to present - *Outback Photogs* - self employed part time professional photographer
- 1/01 to present - *Township of Hardyston* - Full time Construction Official, Building & Fire Sub-code Official, Building, Fire & Mechanical Inspector
- 1/97 to present - *Sussex County Community College* - Part time Building, Fire, Mechanical & Administrative Code Instructor
- 1/99 to 2005 - *Brookside Technology* - self-employed part time consultant
- 11/90 to 1/01 - *Town of Newton* - Full time Construction Official, Building Sub-code Official, Building Inspector, Fire Protection Inspector, Mechanical Inspector, Code Enforcement Officer
- 8/89 to 11/90 - *Township of Roxbury* - Full time Building Inspector
- 4/84 to 1/90 - *Self employed* - Building Contractor
- 1/83 to 4/84 - *M & B Electric* - Electrician
- 6/79 to 1/83 - *Self employed* - Building Contractor
- 10/75 to 6/79 - *Stony Ridge Builders* - Carpenter

Education:

- New York Institute of Photography - 2006 - Certified Professional Photographer*
- University of Wisconsin - 2003 - Mechanical Inspection*
- Kennedy Western University - 2000 - Indoor Air Quality Control
1999 - Occupational health & Safety*
- University of Wisconsin - 1997 - Construction Inspection & Quality Control of Building Construction*
- Essex County College - 1996 - Fire Protection Insp. HHS*
- University of Wisconsin - 1996 - Building Inspection / Field Inspection Responsibilities*
- Warren County College - 1996 - Certified Code Instructor*
- Essex County College - 1995 - Fire Protection Insp. ICS*
- University of Wisconsin - 1994 - Mechanical Inspection Residential/ Light Commercial*
- University of Wisconsin - 1992 - Existing Housing Inspection Management*
- University of Wisconsin - 1992 - Residential Inspection Institute*
- County College of Morris - 1989 - Sub-code Official*
- County College of Morris - 1988 - Construction Official*
- County College of Morris - 1988 - Building Inspector HHS*
- County College of Morris - 1988 - Building Inspector ICS*
- County College of Morris - 1988 - Building Inspector RCS -*

Licenses Held in the State of N.J.;

- Construction Official**
- Building Subcode Official**
- Fire Protection Subcode Official**
- Building Inspector HHS**
- Fire Protection Inspector HHS**
- Mechanical Inspector RCS**
- Certified Building, Fire & Administrative Code Instructor**
- Housing Code Official**
- Inspector of Hotels and Multiple Dwellings**

ICC Certifications:

Building Plans Examiner
 Commercial Building Inspector
 Commercial Mechanical Inspector
 Building Inspector
 Mechanical Inspector
 Residential Building Inspector
 Mechanical Inspector

Professional Memberships and Affiliations:

International Code Council
 Municipal Construction Officials of New Jersey
 Sussex & Warren Code Enforcement Officials aka
 ICC Chapter No. 69 - President (over 17 years as an
 executive officer including 3 terms as president)
 Sandyston Township Land Use Board (20 yrs, 16 yrs as Chairman)
 New Jersey Planning Officials
 International Freelance Photographers Organization
 Branchville Businessmen's Club

Past Member of:

National Conference of States on Building Codes and Standards
 Board of Education – Sandyston Walpack Consolidated School
 Kittatinny Regional High School Expansion Committee
 Sandyston Township Recreation Committee
 Sandyston Mat Club (Head Wrestling Coach, 13yrs.)
 Sussex County Technology Center Shop Advisory Council
 Hardyston Township Municipal Complex Development Committee

References Available Upon Request

01/04/10

Keith W. Utter, Box 333 Rte 206 South, Sandyston, NJ 07827, (973) 948-4543, kwitter@hotmail.com

Joseph Butto

195B River Road
Montague, NJ 07827
(973) 293-7734
buttocj@embarqmail.com

Resume

UCC Licenses Held

Building Inspector-HHS
Fire Protection Inspector-HHS
Mechanical Inspector: 1 & 2 Family
Subcode Official-Building
Construction Official

Employment History

2005-present Hardyston Township, Building Subcode Official
Building, Mechanical and Fire Inspector
2004-2005 Branchville Borough, Zoning Officer, Code Enforcement
2004-2005 Franklin Borough, Zoning Officer, Code Enforcement
1983-2005 Butto Custom Carpentry, Montague, NJ, Owner/Operator
1986-1987 Sawkill Creek Development, Project Supervisor
1979-1983 Stan Frederick Homes, Sparta, NJ, Lead Carpenter
1973-1979 Joe's Cabinet Shop Custom Kitchens, Cabinet Maker

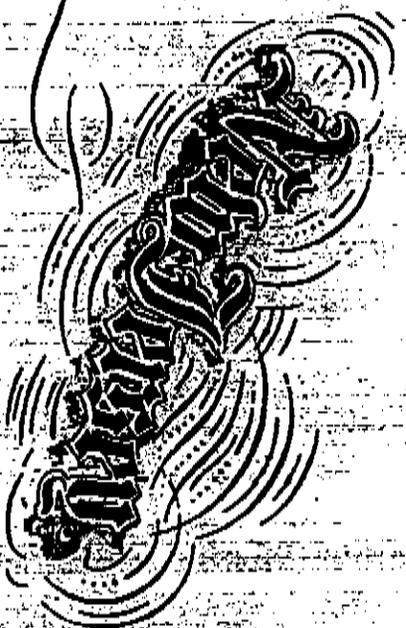
Education

2003 Sussex County Community College
• Business Administration major
• Certification: American Management Association
1995 Home-Tech Business Estimating
1993 Computer Aided Drafting

Community Service/Volunteer Service

1996- Present Advisory Board member to Sussex County Technical School
1998-2005 Montague Township Committee
• Mayor: 3 terms
• Deputy Mayor: 1 term
1998-2005 Member of Tri-State Strategic Growth Committee
1998- 2005 Montague Board of Health
2000- 2005 Land Use Board Member
1997- 2000 Planning Board Member
1995-1998 Recreation Committee Member

References available upon request



Department of Community Affairs

Division of Codes and Standards

awards this certificate to

Eileen Post

in recognition of successful completion of the

Technical Assistant Certification Program

Charles A. Richman, Acting Commissioner
Department of Community Affairs

William M. Connolly, Director
Division of Codes and Standards

Fall 2005

Date

Sussex County Community College
Corporate & Community Education

Eileen Post

Has successfully completed the 45 hour course of
study in

Technical Assistant

And is hereby granted this certificate on this 21st day of December, 2005



Ede Dehuca, Instructor



Sivaraman Anbarasan, Dean SCCC/CCE



OFFICIAL TRANSCRIPT

The NJ Department of Community Affairs, Division of Codes & Standards, Bureau of Code Services, Education Unit is pleased to forward a transcript of your Uniform Construction Code continuing education credits. There are three types of information presented in this report: Current license status, seminars completed within your current renewal cycle and continuing education unit summary.



Date: 07/17/2007

UCC License #: 990702

NJ Department of Community Affairs
Division of Codes & Standards
Bureau of Code Services/Education Unit
PO Box 816
Trenton, NJ 08625-0816

Name: EILEEN POST
Address: 75 SILVER GROVE ROAD
STOCKHOLM, NJ 07450

Phone: (609) 984-7820
Fax: (609) 984-7882
E-mail: educationunit@doea.state.nj.us

02/01/2019 through 01/31/2022

PLEASE NOTE: The continuing education seminars listed below were completed within your current renewal cycle. All seminars completed before this cycle are not included in this report. If your records do not agree with this transcript, please send a photocopy of the course certificate in question to: NJ Dept. of Community Affairs, Division of Codes & Standards, Bureau of Code Services/Education Unit, PO Box 816, Trenton, NJ 08625-0816. You may also e-mail your concerns: educationunit@doea.state.nj.us

ADMINISTRATIVE:

TECHNICAL:

Course #	Date	CEU's	Title	Course #	Date	CEU's	Title
A230	18/08/06	0.5	LEGAL ASPECTS OF CODE ADM.				
A249	04/09/02	0.5	MUNICIPAL PROCEDURES MANUAL				
A302	11/29/04	0.5	COMMUNICATION & MANAGEMENT SKILLS				
A318	04/10/05	0.5	HANDLING DIFFICULT SITUATIONS				
A321	08/18/05	0.5	PROCEDURES & HELPFUL HINTS/TIPS				
A322	12/01/05	0.5	PERMIT COURSE/SKILLS STRATEGIES				
A343	08/19/06	0.5	PERSONAL EFFECTIVENESS FOR T.A.'S				
A361	01/22/07	1.5	ORGANIZING THE TECH ASSISTANT				

Category	Earned	Category	Earned	Category	Earned
ADMINISTRATIVE	4.0	ELEVATOR	0.0	CIA RIDE	0.0
BUILDING	0.0	MECHANICAL	0.0	BOILER/PV	0.0
ELECTRICAL	0.0	MANDATORY	0.0	WD	0.0
FIRE	0.0	IMPLANT	0.0		
PLUMBING	0.0				

EILEEN A. POST

75 SILVER GROVE ROAD • STOCKHOLM, NJ 07460
PHONE: 973-827-3144 • E-MAIL: postfamily@aiov.com

PROFILE

Dedicated and well-organized administrative professional with twenty years progressive experience in multiple functional areas. Background includes office administration, training and development, research, and procurement. Track record of:

- Computer proficiency
- Team player
- Training and staff development
- Increasing productivity and efficiencies

SKILLS

Proficient utilizing Internet, World-Wide Web, and Dialog for research purposes. Proficient in Windows NT, 98, and 95; Microsoft Word; WordPerfect; and Lotus Notes. Working knowledge of Microsoft Excel and PowerPoint.

PROFESSIONAL EXPERIENCE

GPU Service, Inc., Morristown, NJ (formerly: Parsippany, NJ) 1984 - 2000

Librarian 1996 - 2000

- Administered library services to NJ and PA-based employees of a Fortune 500 electric utility company including: vendor/product analysis, procurement, cataloguing, and circulation/routing of resource material
- Provided research assistance for competitive intelligence efforts
- Forecasted long- and short-term budget (\$375,000)
- Ensured expert library coverage through the development, training, and evaluation of library personnel, equipment, and systems

Administrator – Information & Library Services 1994 - 1996

- Reduced individual employee costs and provided significant time savings through the analysis and development of a multimedia computer system with related business products for employee research purposes
- Increased productivity and efficiencies of library through the analysis and implementation of a Lotus Notes subscription database for tracking company's periodical subscriptions
- Developed and implemented training program for Securities and Exchange Commission's (SEC) EDGAR (Electronic Data, Gathering, Analysis and Retrieval) system for the company's financial filings to provide departmental cross-coverage

Department Assistant III - Graphic Resources 1992 - 1994

- Prepared and transmitted the SEC EDGAR financial filings meeting all company deadlines
- Updated and distributed the GPU Companies' Policy and Procedure Manuals

PROFESSIONAL EXPERIENCE (CONT'D.)

Word Processing Specialist 1984 - 1992

- Implemented and introduced a new GPU System Policy Guide (in hard-copy and electronic formats) for all system-wide employees
- Created guidelines for company's financial and legal departments to expedite the SEC EDGAR financial filings
- Developed training guides and instructed employees in beginning and advanced word processing techniques

American Cyanamid Co., Wayne, NJ 1980 - 1984

Group Leader - Word Processing Applications 1984

Assistant Supervisor - Word Processing Applications 1981 - 1984

Certified Word Processing Specialist 1980 - 1981

- Guaranteed production deadlines by administering quality control standards to set priorities and coordinate workflow
- Monitored personnel performance and equipment usage through a production management system
- Provided guidance to staff on procedural and technical problems

EDUCATION

B.S. - Montclair State College, Upper Montclair, NJ 1980

Major: Office Systems Administration

AFFILIATIONS

Highlands Regional Library Cooperative, Special Libraries Association, Hardyston Township PTA

Barbara Daniel

53 Tamarack Trail
Stockholm, NJ 07460

(973) 208-9271
dbdaniel1@verizon.net

SUMMARY

Former State Farm finance specialist and former legal secretary with extensive experience in customer service, data entry, problem solving and attention to details.

EMPLOYMENT HISTORY

State Farm Insurance Company **1994 to 2006**
Parsippany, NJ

Finance Specialist

Responsible for handling phone and web-based product orders from existing customer accounts, including direct customer interaction to validate needs and provide advocacy for expedites and special requirements.

Primary responsibilities include preparation of insurance agent compensation, including tax liability reporting for agents' employees. Also serve as general ledger specialist with responsibility of maintaining finance system tables, daily and monthly balancing, and regional reporting to corporate headquarters. Perform all general accounting tasks including accounts payable, accounts receivable and customer service.

Skilled on use of vendor management systems as well as processes for periodic billing of consignment orders and associated issue resolution. Provide regular support to associates needing assistance with company databases.

First Fidelity Bank **1993 to 1994**
Stockholm, NJ

Teller

Position required intense attention to detail, excellent client support skills, and the ability to recognize opportunities to offer additional bank products or services to customers.

Donald P. Hogan, Esq. **1988 to 1993**
Stockholm, NJ

Legal Secretary

Provided office support for general practice law practice, including document preparation, transcription, record filing, bookkeeping, and court scheduling. Position required superior organizational skills as well as specialized knowledge of legal terminology and procedures involving summonses, complaints, motions, responses and subpoenas.

EDUCATION

Dover Business College Graduate, Legal Secretary Program, Dover, NJ

TECHNICAL SKILLS

Proficient in use of personal computers and Microsoft applications, including Word, Excel, Access and Outlook.

**CONSTRUCTION DEPARTMENT SHARED SERVICE AGREEMENT
BETWEEN
THE TOWNSHIP OF VERNON AND THE BOROUGH OF SUSSEX**

THIS AGREEMENT is entered into this _____ day of _____, 2010 by and between:

THE TOWNSHIP OF VERNON, a municipal corporation of the State of New Jersey (referred to as "Provider"); and

THE BOROUGH OF SUSSEX, a municipal corporation of the State of New Jersey; (referred to as "Recipient")

WITNESSETH, that the Provider and the Recipient agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

A. Designation as General Agent.

The Provider is hereby designated as the agent of the Recipient, to furnish Code Administration and Enforcement services under the Uniform Construction Code, N.J.A.C. 5:23-1 et seq. and its Subcodes, the State of New Jersey Uniform Fire Code, and Municipal Property Maintenance Codes.

Additional municipalities may be added as new participants to this Shared Construction Department at the sole discretion of the Provider. The addition of new participants shall not affect the level of services being provided to Recipient.

B. Responsibility.

At all times, the Provider shall maintain responsibility for and control over the personnel hired to operate the department. All citizen inquiries and complaint resolutions shall be handled through the Provider. The Municipal Manager of the Provider and/or the Department of Community Affairs, as appropriate, shall handle any public complaints involving the Construction Code Official and Staff.

C. Supervision and Director of Staff.

1. The Provider, in conjunction with the Recipient, shall establish office hours for the operation of the services to be provided.
2. The Construction Code Official, furnished by the Provider, shall be responsible for the operation and supervision of the Construction Code Enforcement Office and shall direct and supervise all activities and employees of the Department.
3. The staff, furnished by the Provider, shall be properly licensed code enforcement or subcode officials and/or inspectors as appropriate.

4. Provider shall furnish appropriate clerical support staff, as determined by the Municipal Manager, in conjunction with the Construction Official.
5. All employees working under the operation of this agreement shall be considered employees of Vernon Township and will be subject to Personnel Policies of Vernon Township.

D. Designation as Code Officials and Inspectors.

Provider shall designate the Code and Subcode Officials, as well as the Inspectors, for the enforcement of the State Uniform Construction Code and related ordinances of the Recipient. Code and Subcode Officials and Inspectors shall be duly licensed by the New Jersey Department of Community Affairs, Division of Codes and Standards.

ARTICLE II ACTIVITIES

A. Services to be Performed

The following duly licensed administrative and enforcement officials will be provided by the Provider to the Recipient:

- a. Construction Official
- b. Building Subcode Official
- c. Plumbing Subcode Official
- d. Zoning Officer
- e. Multi-Family Housing Inspector
- f. Electrical Subcode Official
- g. Fire Protection Subcode Official
- h. Fire Official (Fire Prevention Bureau)
- i. Fire Inspector (Fire Prevention Bureau)
- j. Elevator Subcode Official (as applicable)

B. Hours of Operation

The Construction Official and Subcode Officials shall be available for consultation with the public during normal business hours at scheduled times to be determined by the Construction Official. The hours shall set be in such a manner as to provide the public with reasonable access to the various officials in the Provider's Office.

At the minimum, the Construction Office shall be open during normal business hours of 35 hours per week. Clerical employees of the Building Department, Zoning Office and Fire Prevention Bureau will be available to the public during this workweek. Inspectors will be available by appointment.

C. Place of Operation

Main business for the Department shall be conducted in the Provider's office. A mailbox will be maintained in the Municipal Building of the Recipient for use by the Construction Department.

In the event it is determined by Provider and Recipient that satellite offices are necessary

either on a temporary or ongoing basis in the Recipient's Municipal Building, such requests shall be reviewed in order to determine whether or not they will impede the efficiency and effectiveness of the Shared Department.

D. Maintenance of Records

The appropriate Officials and Inspectors shall maintain documented records of activity on forms approved by the Construction Official and/or the New Jersey Department of Community Affairs, recording all inspections and activities. The records shall be specific with regard to the municipality, address, dates, and hours of operation. All forms will be submitted to the Provider's Manager for approval unless standard forms are required by the New Jersey Department of Community Affairs. The Provider's Manager will solicit input from duly designated representatives of the Recipient when approving the format of forms, stationery and related items for the Shared Department, to the extent such documents are not standard forms required by the New Jersey Department of Community Affairs.

All active files, records and support documentation shall be maintained on file in the offices of the Provider.

When files, records and support documentation are closed from active status, the materials shall be transported to the offices of the generating municipality. The transporting of records and materials shall be done on at least a monthly basis. Final certificates of occupancy will be emailed to recipients Assessor.

d.

**ARTICLE III
EMPLOYEES**

A. Licensed Personnel and Staff

The Provider shall furnish duly licensed officials and support staff as shown by the staffing pattern below.

The Provider may employ subcontractors and/or contract with third party entities, to supply any services for which the Provider does not have qualified in-staff personnel or in the event additional services are specifically requested by Recipient. There will be no additional cost to the Recipient; if such services are contracted for by the Provider, except those services needed to meet demands of the Recipient that exceed the demands contemplated at the time the agreement was entered. If additional services are requested by Recipient, the cost of such services shall be borne by the requesting Recipient. In the event that the provider must provide construction code official or inspector services for a project with a determined threshold value of \$400,000 or greater, the Recipient agrees to a 50% split of the construction fees generated by the project with the Provider as a fee in addition to the \$75,000 fee which is the cost of normal service as provided in Article IX of this agreement.

B. Staffing Pattern

The following shall constitute the staffing pattern for the Construction Department of the Provider:

- a. One full-time Construction Official.
- b. The following licenses will be maintained: Building Subcode Official, Plumbing Subcode Official, Fire Protection Subcode Official, Electrical Subcode Official, Zoning Enforcement Officer/Code Enforcement Officer with full time coverage.
- c. Construction Technical Assistants and Clerk/Typists will be available to support the operation.
- d. One part-time Fire Official, one part-time Fire Inspector.

Adjustments and Considerations: After initial staffing patterns have been approved upon execution of the agreement, if additional personnel are deemed necessary in order to operate the department, the addition shall be done by amendment to the existing agreement, including allocation of the costs amongst the participants.

**ARTICLE IV
ENFORCEMENT**

A. Investigations and Inspections

The Construction Official shall conduct investigations and inspections or supervise personnel in making same and inform the Provider and Recipient regarding any violation of statutes and/or related local ordinances related to the Uniform Construction Code in their respective municipalities.

B. Coordination with Municipal Attorneys

The Construction Official shall provide the Provider and Recipient with evidence of violations and assist the appropriate municipal attorney(s) in obtaining compliance and enforcing compliance with the law.

Each municipality shall be solely responsible for its own enforcement actions. the sole cost of enforcement activities including but not limited to legal actions and collection of any fines and/or penalties assessed as the result of a legal action shall be borne solely by the municipality within which the violation occurred. The Construction Official and and/or Construction Department personnel shall make themselves available to testify and provide documentation in support of the investigation they have undertaken, including the results of the investigation.

C. Violations

The Construction Official and/or appropriate Subcode Official of Inspector shall have the power to issue notices and summonses for violations on behalf of the Provider and the Recipient.

**ARTICLE V
REPORTS AND MEETINGS**

A. Reports

Monthly: The Construction Official and Zoning Official shall furnish the Provider and the Recipient with a written report at least once a month due no later than the 15th of each month. The report shall itemize all services rendered by the Construction Department to each municipality and make suggestions for improvement of construction code enforcement and Zoning enforcement services in each municipality.

Annual: The Construction Official, Fire Prevention Official, and Zoning Official shall furnish the Provider and the Recipient with an annual report of services to each respective municipality.

Periodic: Monthly reporting of activities shall be made by the Construction Official, Fire Prevention Official, and Zoning Official said report will be due to the Recipient by the 15th of each month.

B. Meetings

Provider's administrator shall be available for meeting with representatives of the Recipient on a quarterly basis during the first year of the Agreement. In subsequent years, such meeting shall be held as requested. Discussions will cover mutual problems and needs, objectives, and an evaluation of accomplishments.

**ARTICLE VI
FEES**

A. Retention

All license fees permit fees and other fees collected by the construction Department Personnel shall be retained by the respective municipality of jurisdiction for the license or permit applied for.

B. Collection

Collection of fees shall be the responsibility of the Provider. Staff personnel of the Construction Department shall comply with the state requirements for deposit of public funds collected by a municipality, after which appropriate action will be taken to distribute fees to the appropriate municipal treasurer on a monthly basis. Monthly reports of revenues received and appropriations expended shall be provided to each participating municipality.

C. Establishment of Fees

The Recipient will use their fee schedule unless they should find it more efficient to use the schedule of the Provider.

**ARTICLE VII
PROPERTY ARRANGEMENTS**

A. Costs Shared

During the life of the Shared services agreement, the costs of all equipment and/or vehicles acquired specifically for the Construction Department shall be borne on a percentage basis based on relative size of each participating municipality. Any items that are supplied by the participating municipalities or obtained from other sources at the commencement of this Agreement and all equipment and materials acquired during the term of this Agreement shall remain the sole possession of Vernon Township and the value will be considered as part of the annual service arrangement. Upon termination of this Agreement, all items and materials remain the property of Vernon Township.

At the inception of this Agreement, all participants will submit to the Provider and inventory of any items including but not limited to computers, office equipment, and software programs that are being made available to the provider for use by the Shared Department. In the event the Shared Agreement is terminated, such items included on each participant's inventory list will be returned to the appropriate municipality. In the event, any piece of equipment submitted by a participant reaches the end of its useful life and is to be replaced, the item will be returned to the appropriate municipality for disposal, if the municipality so desires.

B. Revenues from Sale of Surplus Property

Revenues received from any piece(s) of equipment or vehicle acquires on behalf of the Joint Construction Department which is deemed surplus, and sold at auction, shall be distributed equally among the participating municipalities at that time.

**ARTICLE VIII
FUNDING**

A. Fees

The Provider shall keep the fees generated by the services being provided, however, the Recipient will guarantee a minimum level of funding for this service at a cost of \$75,000 to the Recipient. The Recipient agrees to make up any shortfall in funding not received from fees towards this \$75,000 cost. The annual cost of the service provided may be adjusted by up to 3%, provided notice is given to the Recipient by November 1st of the Calendar year.

B. Quarterly Payments by Recipients to Provider

The Recipient shall provide quarterly payments, due on April 1; July 1; October 1; and January 1 for the service charge, based on the figures shown under Article IX, Section A, for the duration of the term of the agreement.

Failure of Recipient to pay their quarterly contribution by the tenth day after the due date listed above shall result in the imposition of a 5% late penalty for that payment, as well as interest on the payment to accrue at the rate of 5% per annum in the event payment is not received by December 31 of each year.

ARTICLE IX
DURATION OF CONTRACT, TERMINATION, AMENDMENT & INTERPRETATION

A. Duration

Duration of the Agreement shall be for a period of three (3) consecutive years, as provided for by N.J.A.C. 5:23-4.6, beginning when fully executed and running from January 1, 2011 to December 31, 2014 all fees due from signing to January 1, 2011 will be paid on a pro rata basis.

B. Termination

A participating municipality may terminate its participation in the regional construction department on January 1st of any calendar year during the life of the agreement, by providing written notice to the Provider and all Recipients on or before September 1st of the prior calendar year. The terminating municipality shall pay their share of the expenses up to the time of their withdrawal, as well as any costs associated with the withdrawal.

C. Amendment

The agreement may be amended at any time by mutual agreement of the parties, provided that such amendment is reduced to writing, executed by the Chief Administrative Official of each municipality or his/her designated representative and specifies the date the provisions of such amendment shall be effective.

D. Interpretation

Any questions regarding proper interpretation of the terms of the agreement shall be submitted by the Municipal Clerk of the Provider, to the municipal attorney of the Provider, to the municipal attorneys of all Recipients, for interpretation. Absent a unanimous opinion, the requesting party may terminate their participation in the agreement as provided for in Article IX, Section B, or file an action in a court of competent jurisdiction with venue in Sussex County. Each party shall bear its own cost of any litigation. In the event of a dispute between the Recipients in which the Provider is named as a party, the Recipients shall equally bear the costs of Provider's attorneys' fees and costs in such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below,

Attest:

TOWNSHIP OF VERNON

By: Sally A. Rinker, Mayor

Dated: _____

Attest:

BOROUGH OF SUSSEX

By: Christian Parrott, Mayor

Dated: _____



LEW
Corporation

"The Environmental Company"

1090 Bristol Road
Mountainside, NJ 07092
(908) 654-8068
(800) 783-0567
Fax 908-654-8069

PROPOSAL/CONTRACT

Technical Services – Limited Lead XRF Testing

Proposal Number 101379

Client Information

Patricia Fischer
Program Coordinator
Borough of Sussex
c/o North Jersey Housing & Planning Services
P O Box 823
Andover, New Jersey 07821

Phone: 973 786 6100
Fax: 973 786 5900
Email pfischer300@embarqmail.com

Site Information

5 sites in Sussex Borough

Phone:
Fax:

Background

LEW Corporation performed clearance evaluations at five properties where rehabilitation work was performed. No lead-based paint inspections or risk assessments were performed prior to the rehab work. LEW Corporation's clearance identified areas of deteriorated paint in the five properties. To reduce the scope of lead work, the above listed client has requested XRF testing of the previously identified deteriorated components.

Scope of Services

LEW Corporation will provide XRF paint testing of the previously identified deteriorated paint components at the following 5 sites: 25 E. Main St., 3 Munson St., 15 Munson St., 108 Main St. and 49 Harris St.

LEW Corporation hereby proposes to furnish all the materials and perform all the labor necessary for the completion of: A limited Lead Based Paint Inspection at the above mentioned site. LEW Corporation will perform the lead-based paint test using X-ray fluorescence (XRF) instrumentation following HUD, EPA and/or state protocol, whichever is the more stringent or whichever was contracted for. All inspection work will be based on either client direction, or regulatory protocol. Based on the data results, LEW Corp. will determine which components tested are to be considered actionable for lead based paint based upon the local regulatory action level or other if communicated prior to the inspection services. Upon completion of all inspection services, LEW Corporation may make recommendations.

The Lead-Based paint inspection services will be performed in accordance with the Department of Housing and Urban Development Guidelines (HUD) as detailed in the 1997 version, chapter 7, the United States Environmental Protection Agencies regulation 40 CFR Part 745 and all state and city regulations.

Each area inspected will have a detail and summary inspection report prepared and one statistical distribution report will be prepared for the areas inspected. Each complex will be provided with one complete report package

LEW Corporation is licensed/certified by the applicable regulatory agency to perform the proposed services and all of our environmental professionals and staff are certified by the appropriate regulatory agency.

Fee

LEW Corporation would like to thank you for allowing us this opportunity to be of service and proposes to perform the above stated environmental services for the Lump Sum rate of: \$495.00 per property

Should additional environmental services be requested by the above named "client" and/or additional services are recommended by LEW Corporation to either further delineate the environmental issue being evaluated or further eliminate any potential liability, such additional service fee's are listed in the "Standard Fee Schedule" table below. This table only reflects LEW Corporation's fees for like kind work related to the same environmental field and environmental contaminant.

With payments made as follows: Net 30, 18% LEW Corp. reserves the right to charge 18% per annum on all unpaid balances beyond the agreed upon terms stated herewith. Credit card security (Visa or MasterCard) is required on all LEW Corporation projects under \$2,000.00 prior to mobilization. Please complete the attached credit card authorization form and return with signed proposal. Credit cards will not be charged until completion of services as detailed in this proposal. If client prefers to pay by other means, such payments must be made prior to LEW Corporation completion of our on-site visit. Any and all balances not paid in full will accrue interest at 18%. If a credit card is not available and terms have not established with LEW Corporation, please fill out New Client Form attached.

Respectfully submitted this day on behalf of LEW Corporation: 2010-07-07 00:00:00
Per: Greg Krueger

All work is guaranteed to be as specified, and the above work to be performed in accordance with all the Federal, State and Local regulations and the specifications (if needed) submitted for the above work. The work will be completed in a professional manner for the fee schedule listed above.

In the event federal, state or local regulations change or become effective after the date of this proposal such changes may require additional sampling and or testing. If LEW Corporation is required by these new regulations to collect additional samples, or perform additional analysis from that originally proposed, such additional sample collection and analysis fees will be billed according to the standard price schedule in effect at the time of testing.

Length of Proposal and Project Periods - It is understood that the proposal, dated herein, and incorporated by reference herein, is valid for a term of forty five (45) days. Unless otherwise extended in writing by LEW Corporation.

Terms & Conditions

- Warranty - The Consultant warrants that its services are performed, within the limits prescribed by this Agreement, with the usual thoroughness and competence of the environmental remediation profession; in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, expressed or implied, is included or intended in its proposals, contracts, or reports
- Access to the units and common areas are the responsibility of the above named "Client", Management, Owner or staff.
- All work will be performed between the hours of 8:00am and 5:00pm, unless otherwise agreed.
- Tenant notification, if required is the responsibility of the above named "Client", Management, Owner or staff.
- LEW Corporation may require several days on-site to complete the environmental services contracted for. Should additional time be requested by the "Client" to perform additional services, it will be billed at the below stated standard rate schedule.
- Should any disturbance of building or property materials be required, LEW Corporation is not responsible for repairs unless specifically stated in "Scope of Services".
- Age of the property supplied to LEW Corporation is the responsibility of the "Client". Should the actual age of the property differ from age supplied to LEW Corporation and invalidate LEW Corporation's findings or not meet the federal requirements, it is the responsibility of the "Client", not LEW Corporation.
- "Client" must provide an on-site individual to remain with LEW Corporation's personnel at all times.
- Should additional environmental services be requested by the above named "client" and/or additional services are recommended by LEW Corporation to either further delineate the environmental issue being evaluated or further

eliminate any potential liability, such additional service fee's are listed in the "Fee Schedule" table below. This table only reflects LEW Corporation's fees for like kind work related to the same environmental field and environmental contaminant.

- Should LEW Corporation arrive on site to perform the contracted services and due to no fault of LEW Corporation or its employees, the services are delayed, halted, cannot be performed, the client or their representative does not provide access, cancellation was not previously communicated to LEW Corporation prior to arrival on site, whether the project and services have already begun or not, the client does hereby agree to compensate LEW Corporation their minimum site visit fee as listed in the Fee Schedule below per each day of such occurrence and all work already performed a percentage of completion billing will be required according to the payment terms outlined above and/or as charged in the Fee Schedule listed below.
- All incidentals not specifically stated in LEW Corporation's "Scope of Services" above, will be invoiced at cost plus 10%.
- Any alteration or deviation from the above "Scope of Services" and/or specifications cited within, involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate.
- All agreements contingent upon circumstances beyond the LEW Corporation's control.
- If this quote is based upon information supplied by others that must be verified by LEW Corporation visual inspection prior to becoming obligated. Should it be found that the supplied quantities are inaccurate; this quote will be revised to reflect those inaccuracies. Site conditions will be evaluated prior to finalizing contract.
- All proposals/contracts subject to final review by LEW Corporation Contract Consultant and/or attorney prior to final sign off by LEW Corporation principal.
- Owner to provide adequate electric and water as required. This proposal addresses visible, accessible material only, excluding any environmental concerns potentially located behind walls, ceilings or other enclosures.
- Standard of Care, Warranty Disclaimer and Liability Limits – It is represented that the services for clients will be performed using the degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services under similar conditions in the same locality as the site(s). Any and all liability on the part of LEW Corporation shall be limited solely to the lesser of the injury or loss caused by LEW Corporation negligence or the cost of this agreement without liability for any other damages, whether consequential, compensatory, punitive, or special, arising out of, incidental to, or as a result of, the services provided for in this agreement.
- Any and all liability on the part of LEW Corporation shall be limited solely to the cost of this agreement without liability for any other damages, whether consequential, compensatory, punitive, or special, arising out of, incidental to, or as a result of, the services provided for in this agreement.
- Indemnity - The Contractor/Consultant has neither created nor contributed to the creation or existence of any hazardous, pollutant, irritant, radioactive, toxic, or otherwise dangerous substance or condition on-site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss which may be caused by exposures to such substances or conditions. Furthermore, Client and any others involved agree to indemnify and defend each other from any liability, loss, cost or expense in connection with the Services, including attorney's fees, claimed for property damage, bodily injury, including death, or other injury or loss as caused by their respective negligence or error.
- The Client, it's employees, officers and agents, therefore agrees to defend, indemnify, and hold the Contractor/Consultant harmless from any claim, liability, fine, penalty, fee or defense cost for administrative violations, injury or loss sustained by any party from exposures allegedly caused by the Contractor/Consultant's performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of the Contractor/Consultant, its employees, officers and agents.
- Client agrees to pay contractor's costs (including attorney's fees) of defending itself against any claims Client makes against contractor that are proven to be non-valid.
- Recognition of Risk - Client recognizes that investigation, exploration and excavation methods commonly used for remediation and disposal of hazardous and non-hazardous materials involve inherent risk and may cause further problems or contamination at a site. Client acknowledges that the state of practice is changing and evolving and that Contractor/Consultant will perform the work in reasonable accordance with the standards in affect at the time of the work. Consultant will use due professional care to comply with federal, state or local regulations applicable to the work, however, no guarantee of the results is implied or expected from any effort where full characterization of a site is not possible or where uncertainties exist with respect to the scope of the work.
- Unforeseen Occurrences – LEW Corporation shall not be responsible for any damages or losses resulting from: Unforeseen occurrences beyond reasonable control of Contractor/Consultant or acts of God; Defective plans,

Borough of Sumner c/o North Jersey Housing & Planning Services- Lead XRF Testing

Prepared by: LEW Corporation

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specifications, drawings or verbal communications provided by client; Discoveries or events that occur and could not be reasonably anticipated due to limitations of the scope of the work and where due diligence was performed in avoiding such events.

- **Payment Terms** - Client shall make payments in accordance with the Payment Schedule. Each invoice, upon presentation to client, is due and payable by Client. Invoices are past due after thirty days. Past due amounts are subject to a charge on the outstanding balance of the lesser of one and one half percent per month or part thereof (18% per annum) or the maximum permissible by law. By accepting this proposal, "Client" named above assumes all responsibility and liability for all payments to LEW Corporation for services performed and according to the payment terms as agreed.
- Client agrees to pay any and all attorney's fees, interest, and all other costs incurred in collecting any past due amounts.
- Unless otherwise agreed, LEW Corporation shall be paid in full at the contract rates for any additional services performed at Client's request in excess of those stated in this agreement.
- The Client's obligations to pay for the Services contracted for, is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of a project.
- The client shall remain obligated to pay LEW Corporation for the services even though the test results or report produced by LEW Corporation may contain conclusions unfavorable to the Client's interests.
- **Termination** - This agreement may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, providing that no such termination may be effective unless the other party is given: (1) not less than ten (10) calendar days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- Client agrees that in the event LEW Corporation incurs any costs and fees including but not limited to legal fees, collection costs, court fees etc associated with non-payment of invoices, Client will indemnify and reimburse LEW Corporation for reasonable collection/attorney fees in addition to the finance charges incurred on over due invoices
- **Miscellaneous** - This agreement shall be governed by the laws of the State of New Jersey and shall not be modified except by a writing signed by both parties hereto.
- The above stated services are not intended to be statistically representative for the property as a whole. Only those specific areas tested.
- LEW Corporation may use without the express or implied permission of the above named "Client"; LEW Corporation staff, union or non-union temporary labor, community part or full time participation, and/or sub-contractors depending on the requirements of the specific project, geographical location where services will be performed, and/or current workload
- In the event the scope of work requires water and or electric, it is the responsibility of the Client to provide access to necessary utilities. This proposal is predicated upon ready access to electrical outlets, lighting and water if necessary.

Should all or part of any term or provision of this agreement be held invalid or unenforceable, said invalid or unenforceable term shall be deemed severed from this agreement and the remaining terms and conditions shall remain unaffected thereby. This agreement and the attached Scope of Services with Fees represent the entire agreement

Standard Fee Schedule

Services Provided	LEW Corporation's Standard Fees
Lead-Based Paint Risk Assessor	\$85.00/hour
Lead Project Planner Designer	\$125.00/hour
Administrative	\$45.00/hour
Principal	\$250.00/hour
Expert Witness	\$250.00/hour
Dust wipe for lead lab sample analysis 3 day turnaround	\$9.00/sample
Dust wipe for lead lab sample analysis 24 hour turnaround	\$12.00/sample
Dust wipe for lead lab sample analysis same day turnaround	To be determined per project

Borough of Somers c/o North Jersey Housing & Planning Services-- Lead XRF Testing
Prepared by: LEW Corporation

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Paint chip for lead lab sample analysis 3 day turnaround	\$9.00/sample
Paint chip for lead lab sample analysis 24 hour turnaround	\$12.00/sample
Water sample for lead analysis 3 day turnaround	\$9.00/sample
Water sample for lead analysis 24 hour turnaround	\$12.00/sample
Soil sample for lead lab analysis 3 day turnaround	\$9.00/sample
Soil sample for lead lab analysis 24 hour turnaround	\$12.00/sample
Additional copies of Report	\$50.00/Copy
XRF instrument	\$75.00/day

This Proposal/Agreement and the described procedures, strategies and pricing is to be used only for the purpose of offering services to the above named "Client" and is intended for the "Client" named above only. This Proposal/Agreement and its content and pricing should not be given to, or followed by any other entity. This Proposal/Agreement and pricing should not be used as a specification or guideline without LEW Corporation's written authorization. LEW Corporation may use without the express or implied permission of the above named "Client"; LEW Corporation staff, union or non-union temporary labor, community part or full time participation, and/or sub-contractors depending on the requirements of the specific project, geographical location where services will be performed, and/or current workload.

ACCEPTANCE OF PROPOSAL/CONTRACT

The above services, specifications, conditions and fees are satisfactory and are hereby accepted. The LEW Corporation is authorized to do the services as specified. Payment will be made as outlined above.

Proposal Number 101379

Accepted by: _____ Date: _____



1090 Bristol Road
Mountainside, NJ 07092
(908) 654-8068
(800) 783-0567
Fax 908-654-8069

"The Environmental Company"

CLIENT INFORMATION

BILLING INFORMATION IF DIFFERENT

Name:	
Address:	
Contact:	
Phone:	Phone: Fax: Email:

IF NO CREDIT CARD IS AVAILABLE, PLEASE FILL OUT REFERENCES

CREDIT INFORMATION/BANK REFERENCES

Bank:	Contact:
Phone:	Account #
Trade Reference 1	Contact Name & Number
Trade Reference 2	Contact Name & Number
Trade Reference 3	Contact Name & Number

Credit Card Information

Card Type (please circle)	Expiration Date /	Account Number
Visa MasterCard		
Name As It Appears On the Card		CVV (3 Digit Security Number on Back of Card)
Billing Address	City	State Zip
Print Name		Title
Signature		Date

I HEREBY AUTHORIZE LEW CORPORATION TO USE THE CREDIT CARD INFORMATION IN ACCORDANCE WITH THE TERMS SET FORTH IN ANY/ALL PROPOSAL(S) WHERE I HAVE AUTHORIZED LEW CORPORATION TO PERFORM WORK. FURTHERMORE I UNDERSTAND THAT THIS CARD MAY BE USED TO SETTLE ANY OVERDUE FINANCIAL OBLIGATIONS

Borough of Sussex 260 North Jersey Housing & Planning Services--Lead XDP Testing

Prepared by: LEW Corporation
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July 7, 2010



LEW
Corporation

"The Environmental Company"

1090 Bristol Road
Mountainside, NJ 07092
(908) 654-8068
(800) 783-0567
Fax 908-654-8069

FAX

TO:	Patricia Fischer Program Coordinator
	Borough of Sussex c/o North Jersey Housing & Planning Services
Phone	973 786 6100
Fax	973 786 5900
CC:	

FROM:	Greg Krueger LEW Corporation 1090 Bristol Road Mountainside, NJ 07092
Date	7/7/2010
Phone	908-654-8068
Extension	
Fax Phone	908-654-8069

Number of pages including cover sheet

Remarks Urgent For your review Reply ASAP Please Comment

Dear Patricia Fischer Program Coordinator:

On behalf of LEW Corporation I would like to thank you for allowing us this opportunity to be of service. Attached is our proposal for the requested Lead project. Please read over our proposal and should you have any questions, please feel free to call. Should you like to schedule, please sign and fax back to LEW Corporation and someone from our office will call to schedule.

Once again, we at LEW Corporation appreciate this opportunity and look forward to a long-term mutually beneficial relationship.

Very truly yours;

LEW Corporation



**Hatch Mott
MacDonald**

Hatch Mott MacDonald
Perryville III
53 Frontage Road, Suite 170
Hampton, NJ 08827
T 908.730.6000 www.hatchmott.com

July 6, 2010

Ms. Catherine Gleason, Municipal Clerk
Borough of Sussex
2 Main Street
Sussex, NJ 07461

Re: Tank Renovation and Painting Contract
Borough of Sussex
Payment Application No. 1
HMM Job No.: 277776AA01

Dear Ms. Gleason:

Enclosed please find Payment Application No. 1 prepared by US Tank Painting, Inc. (Contractor) for partial payment of the total contract amount for the above referenced project. We have reviewed the application and take no exception to the requested payment. The total amount to be paid to the Contractor under this Pay Estimate No. 1 is \$128,478.00.

Very truly yours,

A handwritten signature in black ink, appearing to read "John K. Ruschke".

John K. Ruschke, PE, PP
Vice President
T 908-238-5000 F 908-730-6500
john.ruschke@hatchmott.com

JKR:sh

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Borough of Sussex PROJECT: Tank Renovation and Painting Contract APPLICATION NO.: 1 PERIOD TO: 6/1/2010-6/27/2010
 2 Main St. SUSSEX, NJ 07461 JOB NO.: NJ State Loan Proj# 1921001-003

FROM CONTRACTOR: US Tank Painting, Inc VIA ENGINEER: Mr. John K. Ruschke, PE, CME, ENGINEER'S PROJECT NO. 497F
 900 Rike Drive BCEE
 Millstone Twp., NJ 08535 CONTRACT DATE: 6/10/2010

CONTRACTOR'S APPLICATION FOR PAYMENT

Change Orders Approved in Previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this month		
Date		
Date		
Date		
TOTAL	\$0.00	\$0.00
Net Change by Change Orders	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: US Tank Painting, Inc.
 By: Tom Sulkowski Project Manager Date: 6/28/2010

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising the above application, the engineer certifies to the Owner that to the best of the engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached

1. ORIGINAL CONTRACT SUM \$591,000.00
2. NET CHANGE BY CHANGE ORDERS \$0.00
3. CONTRACT SUM TO DATE (LINE 1 & 2) \$591,000.00
4. TOTAL COMPLETED & STORED TO DATE \$131,100.00
5. RETAINAGE

a.	2	% of completed work	\$2,622.00
b.	0	% of stored material	\$0.00
		Previous Retainage	\$0.00
		Current Retainage	\$2,622.00
		Total Retainage	\$2,622.00
6. TOTAL EARNED LESS RETAINAGE (LINE 4 less LINE 5 Total) \$128,478.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (LINE 6 from prior Certificate) \$0.00
8. CURRENT PAYMENT DUE \$128,478.00
9. BALANCE TO FINISH, PLUS RETAINAGE (LINE 3 less LINE 6) \$462,522.00

State of New Jersey County of Deer
 Subscribed and sworn to before me the day of June
 Notary Public: Eric S. Houghton
 My Commission expires: August 16, 2012
 AMOUNT CERTIFIED

(Attach explanation if amount certified differs from amount approved)
 ENGINEER: [Signature] Date: 7-2-10

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance of payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**BOROUGH OF SUSSEX
SUSSEX COUNTY, NEW JERSEY**

Tank Renovation and Painting Contract

PARTIAL PAYMENT ESTIMATE NO. 1

From: 6/1/2010

To: 6/27/2010

No. 1

Item #	Description	Quantity	Unit	U.S. Tank Painting, Inc. Bid Prices		Previous Totals		This Period		Totals to Date	
				Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
Item 1a	Mobilization, Staging, Demobilization and Cleanup for Hilltop Storage Tank	1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	33%	\$6,600.00	33%	\$6,600.00
Item 1b	Mobilization, Staging, Demobilization and Cleanup for Colesville Treatment Plant Tank	1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Item 2a	Interior Surface Prep - Hilltop Tank	1	LS	\$45,000.00	\$45,000.00	0%	\$0.00	50%	\$22,500.00	50%	\$22,500.00
Item 2b	Interior Surface Prep - Treatment Plant Tank	1	LS	\$45,000.00	\$45,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Item 2c	Interior Pit Filling - Both Tanks	50	SF	\$100.00	\$5,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Item 2d	Containment, Collection, and Disposal Interior Hilltop Tank.	1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Item 2e	Containment, Collection, and Disposal Interior Treatment Plant Tank	1	LS	\$5,000.00	\$5,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Item 2f	Tank Interior Painting - Hilltop Tank	1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	25%	\$7,500.00	25%	\$7,500.00
Item 2g	Tank Interior Painting - Treatment Plant Tank	1	LS	\$30,000.00	\$30,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Item 3a	Exterior Surface Prep - Hilltop Tank	1	LS	\$60,000.00	\$60,000.00	0%	\$0.00	100%	\$60,000.00	100%	\$60,000.00
Item 3b	Exterior Surface Prep - Treatment Plant Tank	1	LS	\$57,000.00	\$57,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Item 3c	Containment, Collection, and Disposal Exterior Hilltop Tank	1	LS	\$52,000.00	\$52,000.00	0%	\$0.00	50%	\$26,000.00	50%	\$26,000.00
Item 3d	Containment, Collection, and Disposal Exterior Treatment Plant Tank	1	LS	\$42,000.00	\$42,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Item 3e	Exterior Surface Paint - Hilltop Tank	1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	25%	\$5,000.00	25%	\$5,000.00
Item 3f	Exterior Surface Paint - Treatment Plant Tank	1	LS	\$20,000.00	\$20,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Item 4a	Structural Improvements - Hilltop Tank	1	LS	\$14,000.00	\$14,000.00	0%	\$0.00	25%	\$3,500.00	25%	\$3,500.00
Item 4b	Structural Improvements - Treatment Plant Tank	1	LS	\$27,000.00	\$27,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Item 4c	Temporary Storage and Booster Pump for Colesville Treatment Plant Tank	1	LS	\$94,000.00	\$94,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Totals				\$591,000.00	\$94,000.00	0%	\$0.00	\$131,100.00	\$131,100.00	0%	\$0.00

Subtotal \$131,100.00

Less Previous Payments \$ -

Less Retainage (2%) \$ 2,622.00

Net Due This Period \$ 128,478.00

	From	To
Snow Removal:		
Salaries and Wages	13,000.00	6,300.00
Other Expenses	23,350.00	21,350.00
Garbage & Trash Removal		
Other Expenses	4,000.00	1,000.00
Board of Health		
Salaries and Wages	50.00	0.00
Board of Recreation		
Other Expenses	2,800.00	4,000.00
Shade Tree		
Other Expenses	3,000.00	750.00
Property Maintenance Board		
Salaries and Wages	20,000.00	10,800.00
Total Operations (Items (A)) Within "CAPS"	815,297.00	636,427.00
Total Operations Including Contingent- Within "CAPS"	815,297.00	636,427.00
Detail:		
Salaries and Wages	348,302.00	206,652.00
Other Expenses	466,995.00	429,775.00
(E) Deferred Charges and Statutory Expenditures- Municipal Within "CAPS		
(2) Statutory Expenditures		
Social Security System (O.A.S.I.)	28,000.00	17,000.00
Total Deferred Charges and Statutory Expenditures- Municipal Within "CAPS	53,508.00	42,508.00
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	868,805.00	678,935.00
(A) Operations - Excluded From "Caps"		
Interlocal Municipal Service Agreements		
Township of Hardyston		
Road Department		
Other Expenses	0.00	115,730.00
Total Interlocal Municipal Service Agreements	170,253.00	285,983.00
Total Operations Excluded from "CAPS"	199,222.00	314,952.00
Detail:		
Other Expenses (Including Contingent)	199,222.00	314,952.00
(C) Capital Improvements - Excluded From "Caps"		
Capital Improvement Fund	73,000.00	68,000.00
Total Capital Improvements - Excluded From "Caps"	73,000.00	68,000.00
(E) Deferred Charges - Municipal Excluded From "Caps"		
Deferred Charges to Future Taxation Unfunded	18,700.00	0.00
Total Deferred Charges - Municipal Excluded From "Caps"	18,700.00	0.00
(H-2) Total General Appropriations for Municipal Purposes Excluded from "CAPS"	401,434.00	493,464.00
(O) Total General Appropriations Excluded from "CAPS"	401,434.00	493,464.00
(L) Subtotal General Appropriations { Items (H-1) and (O) }	1,270,239.00	1,172,399.00
(M) Reserve for Uncollected Taxes	117,797.00	115,439.00
9. Total General Appropriations	1,388,306.00	1,287,838.00
8. General Appropriations		
Summary of Appropriations		
(A) Operations	815,297.00	636,427.00
(A+B) Within "Caps" - Including Contingent	815,297.00	636,427.00
Statutory Expenditures	53,508.00	42,508.00
(A) Operations - Excluded From "Caps"		

From	To
170,253.00	285,983.00
199,222.00	314,952.00
73,000.00	68,000.00
18,700.00	0.00
117,797.00	115,439.00
1,388,036.00	1,287,838.00

395,376.00	280,276.00
1,930,889.00	1,915,789.00

90,000.00	51,420.00
1,246,750.00	1,273,930.00
7,500.00	4,000.00
1,000.00	800.00
1,930,889.00	1,915,789.00

Interlocal Municipal Service Agreement
 Total Operations - Excluded From "Caps"
 (C) Capital Improvements
 (E) Total Deferred Charges (Sheet 18+28)
 (M) Reserve for Uncollected Taxes

Total General Appropriations

Dedicated Water/Sewer Utility Budget
 10. Dedicated Revenues from Water/ Sewer Utility
 Special Items of Gener Revenue Anticipated with Prior Written Consent of the Director of Local Government Services
 Additional Rents - Rate Increase
 Total Water/ Sewer Utility Revenues

11. Appropriations for Water/ Sewer Utility
 Operating
 Salaries and Wages
 Other Expenses
 Statutory Expenditures
 Social Security System (O.A.S.I.)
 Unemployment Compensation Insurance
 Total Water/ Sewer Utility Appropriations

BE IT FURTHER RESOLVED, that three certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for certification of the local municipal budget so amended.

BE IT FURTHER RESOLVED, that the complete amendment in accordance with the provisions of N.J.S.A. 40A:4-9, be published in the New Jersey Herald in the Issue of August 12, 2010 and that said publication contain notice of public hearing on said amendment to be held in the Borough Hall on August 17, 2009, at 7:30 o'clock p.m.

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the governing body on the 15th day of August, 2010.

Certified by Me

July 15, 2010

Municipal Clerk

It is hereby certified that the approved Budget annexed hereto and hereby made a part is and exact copy of the original on file with the Clerk of the governing body, that all additions are correct, all statements contained herein are in proof and the total of anticipated revenues equals the total of appropriations.

Certified by me this 15th day of July, 2010.

Chief Financial Officer