



## Borough of Stockton

P.O. Box M

Stockton, New Jersey 08559

Phone (609) 397-0070

Fax (609) 397-4067

### Reorganization/Regular Meeting Agenda

#### STOCKTON BOROUGH COUNCIL

January 7, 2019

**ADEQUATE NOTICE OF THIS MEETING HAS BEEN PROVIDED BY A NOTICE MAILED TO THE HUNTERDON COUNTY DEMOCRAT AND THE TRENTON TIMES, POSTED ON THE BULLETIN BOARD AT BOROUGH HALL AND FILED WITH THE BOROUGH CLERK AS REQUIRED BY LAW.**

1. Flag Salute
2. Oath of Office administered to Timothy J. Nemeth – Mayor  
4-year term to expire December 31, 2023
3. Oath of Office administered to Aaron Lipsen - Borough Councilman  
3-year term to expire December 31, 2021  
  
Oath of Office administered to Paul Bergquist Borough Councilman  
Unexpired 3-year term to expire December 31, 2020
4. Roll Call
5. Nomination of Council President  
1-year term to expire December 31, 2019
6. Remarks by Mayor Timothy J. Nemeth
7. Resolutions: (2019-01 through 2019-24)

2019-01	Consent Agenda
2019-02	Schedule of Regular Meetings
2019-03	Rules of Order
2019-04	Official Depositories
2019-05	Official Newspapers
2019-06	Appointments

2019-07	Temporary Budget
2019-08	Temporary Budget for Debt Service
2019-09	Interest & Penalty Rates for Delinquency Charges
2019-10	Defense of Tax Appeals
2019-11	Stipulations and Rollback Appeals
2019-12	Authorized Signatories
2019-13	Refunds and Cancellations Under \$10
2019-14	Annual Tax Sale
2019-15	Fee for Insufficient Check Funds
2019-16	Investment of Funds
2019-17	Risk Management Consultant
2019-18	Statewide Insurance Fund Commissioner
2019-19	Borough Attorney
2019-20	Bond Counsel
2019-21	Borough Engineer
2019-22	Maintenance of Tax Maps
2019-23	Borough Auditor
2019-24	Public Agency Compliance Officer

## REGULAR MEETING

7. Minutes – December 9, 2018 Regular Meeting
  
8. Ordinance No. 19-01 – Capital – Repairs to Sewer Pump Station
  - (a) Read by title
  - (b) Explanation
  - (c) Resolution No. 2019-25 - Introduction of Ordinance No. 19-01
  
9. Ordinance No. 19-02 – Minimum/Maximum Salaries
  - (a) Read by title
  - (b) Explanation
  - (c) Resolution No. 2019-26 - Introduction of Ordinance No. 19-02
  
10. Resolution(s):
 

2019-27	Personnel – Office Assistant
2019-28	Consent to Equipment Modification – American Tower Lease Agreement
  
11. Claims for Payment
  
12. Meeting open to the public/Motion to the close the meeting to the public
  
13. Council Liaison Reports
  
14. Next Meeting: February 11, 2019 Regular Meeting (7pm)
  
15. Adjournment



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### RESOLUTION

**NO. 2019-01**

**Adopted: January 7, 2019**

**BE IT RESOLVED** by the Borough Council of the Borough of Stockton that it hereby approves the use of a "Consent Agenda" which may also be noted as "Resolutions" on the Agenda where matters of a routine nature may be placed.

Attest:

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Michele Hovan  
Borough Clerk

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Timothy J. Nemeth  
Mayor



## Borough of Stockton

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### RESOLUTION

**NO. 2019-02**

**ADOPTED: January 7, 2019**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Stockton that the following is hereby established as the schedule of the Regular Meetings of the Mayor and Borough Council to be held during calendar year 2018 at 7:00 pm (local prevailing time as to all meetings), at 2 South Main Street, Stockton, NJ:

#### SCHEDULE OF REGULAR MEETINGS

January 7      1st Monday  
February 11    2<sup>nd</sup> Monday  
March 11      2<sup>nd</sup> Monday

April 8        2<sup>nd</sup> Monday  
May 13        2<sup>nd</sup> Monday  
June 10        2<sup>nd</sup> Monday

July 8         2<sup>nd</sup> Monday  
August 12      2<sup>nd</sup> Monday  
September 9    2<sup>nd</sup> Monday

October 14     2<sup>nd</sup> Monday  
November 11   2<sup>nd</sup> Monday  
December 9    2<sup>nd</sup> Monday

ATTEST:

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Michele Hovan  
Borough Clerk

---

Timothy J. Nemeth  
Mayor



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## RESOLUTION

**NO. 2019-03**

**Adopted: January 7, 2019**

**BE IT RESOLVED** by the Borough Council of the Borough of Stockton that it hereby determines that official meetings of the Borough Council be conducted in accordance with Robert's Rules of Order; and

**BE IT FURTHER RESOLVED** that the following be followed during public meetings of this body:

1. Any person desiring to address the Borough Council during periods designated for public comment shall first seek recognition by the Mayor, or presiding officer, and upon recognition shall state his or her name and address. All comments shall be addressed to the Mayor, or presiding officer.
2. Any person(s) making personal, defamatory or profane remarks or who willfully utters loud, threatening or abusive language or engages in any disorderly conduct which disturbs or disrupts the orderly conduct of any meeting shall be called to order by the presiding officer. If such conduct continues, the presiding officer of the Borough, at his or her discretion, may order such person(s) removed from the meeting.

**ATTEST:**

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Michele Hovan  
Borough Clerk

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Timothy J. Nemeth  
Mayor



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## RESOLUTION

**NO. 2019-04**

**Adopted: January 7, 2018**

BE IT RESOLVED that the Borough Council of the Borough of Stockton hereby designates Northfield Community Bank as an official depository for all Stockton Borough monies for the year 2019, and hereby instructs the Collector of Taxes, Chief Financial Officer and Water/Sewer Clerk to deposit said monies in Northfield Community Bank; and

BE IT FURTHER RESOLVED that the Chief Financial Officer be authorized to invest funds that are available in Stockton Borough accounts in any authorized institution in the State of New Jersey at the highest interest rate available, and

BE IT FURTHER RESOLVED that the Chief Financial Officer be authorized to place Bond or Tax Anticipation Notes in any recognized bank or savings and loan in the State of New Jersey at the lowest interest rate available.

Attest:

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Michele Hovan  
Borough Clerk

---

Timothy J. Nemeth  
Mayor



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## RESOLUTION

NO. 2019-05

Adopted: January 7, 2019

**WHEREAS**, the Borough of Stockton has a need to advertise its meetings and certain other business in accordance with the laws of the State of New Jersey;

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Borough Council of the Borough of Stockton that it does hereby designate the following publications as Official Newspapers of the Borough for various announcements, as determined:

The Hunterdon County Democrat  
The Times of Trenton

Attest:

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Michele Hovan  
Borough Clerk

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Timothy J. Nemeth  
Mayor



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### RESOLUTION

**NO. 2019-06**

**Adopted: January 7, 2019**

**BE IT RESOLVED** by the Borough Council of the Borough of Stockton that it hereby approves the attached list of appointments and/or reappointments for the year 2019.

Attest:

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Michele Hovan  
Borough Clerk

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Timothy J. Nemeth  
Mayor

## **2019 APPOINTMENTS**

### **Borough Council Committees**

Buildings & Grounds/Parks – Donald Vandegrift, Aaron Lipsen, Adam Juncosa

Finance: Donald Vandegrift, Michael Mann, Paul Bergquist

Sewer & Water/Streets & Roads: Nic Messina, Adam Juncosa

Personnel/Shared Services/Public Safety: Timothy Nemeth, Mayor

### **Planning Board**

Class II – Robert Miller– 1-year term to expire 12/31/19

Class III – Donald Vandegrift – 1-year term to expire 12/31/19

Class IV – Stephen Giocondo – 4-year term to expire 12/31/22

Class IV – Norman Torkelson – 4-year term to expire 12/31/22

### **Professional/Staff Appointments**

Borough Administrator	Michele Hovan		
Borough Attorney	Michael Butler, Esq.	1 yr	12/31/2019
	Eckert Seamans Cherin & Mellott, LLC		
Bond Counsel	Meghan Bennett Clark, Esq.	1 yr	12/31/2019
	Gluck Walrath LLP		
Borough Auditor	Robert Swisher, CPA	1 yr	12/31/2019
	Supplee Clooney & Co.		
Borough Engineer	Dennis O'Neal, PE	1 yr	12/31/2019
	Ferriero Engineering, Inc.		
Tax Map Maintenance	Ferriero Engineering, Inc.	1 yr	12/31/2019
Custodian of Municipal Deeds	Dennis O'Neal, PE	1 yr	12/31/2019
Borough Clerk	Michele Hovan	tenure	
Deputy Borough Clerk	Christine Rosikiewicz	1 yr	12/31/2019
Board of Health Secretary	Christine Rosikiewicz	1 yr	12/31/2019
Office Assistant	Donna Griffiths	1 yr	12/31/2019
Chief Financial Officer	Diane McDaniel	tenure	
Construction Office Adm.	Diane McDaniel	1 yr	12/31/2019
Court Administrator	Jennifer Budrewicz	shared service	
Animal Control Officer	Tim Davis	1 yr	12/31/2019
Dog Canvasser	Christine Rosikiewicz	1 yr.	12/31/2019
Flood Plain Administrator	Robert Miller	1 yr.	12/31/2019
Magistrate	Edward Martin	3 yr	12/31/2020
Prosecutor	John Lanza	1 yr	12/31/2019
Public Defender	Stanley Troy	1 yr	12/31/2019
Recycling Coordinator	Herbert Ruehle	1 yr	12/31/2019
Sewer Plant Operator	Gregory Ent	1 yr	12/31/2019
Sewer Supervisor	Robert Ent	1 yr	12/31/2019
Tax Assessor	Michelle Trivigno	tenure	
Tax Collector	Diane McDaniel	4 yr	3/31/2022
Tax Search Officer	Diane McDaniel	1 yr	12/31/2019
Water/Sewer Clerk	Christine Rosikiewicz	1 yr	12/31/2019
Water Works Supervisor	Robert Ent	1 yr	12/31/2019
Water Works Operator	Gregory Ent	1 yr	12/31/2019
Zoning Officer	Robert Miller	1 yr	12/31/2019
Emergency Management Coordinator	Timothy J. Nemeth	3 yr	12/31/2019
Deputy OEM Coordinator	Michele Hovan	1 yr	12/31/2019
Lower Delaware Wild & Scenic Rep.	Norman Torkelson	1 yr	12/31/2019



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### RESOLUTION

**NO. 2019-07**

**Adopted: January 7, 2019**

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the 2019 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided, and

WHEREAS, the date of this resolution is within the first 30 days of the fiscal year, and

WHEREAS, the total appropriations in the 2019 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement and public assistance, is the sum of \$628,009.00- Current, \$84,550.00-Water and \$182,765.00-Sewer

WHEREAS, 26.25% of the total appropriations in the 2018 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement and public assistance, is the sum of \$164,852.00- Current, \$22,194.00-Water and \$47,975.81- Sewer. Debt Service in the amount of \$12,000.00-Current and \$3,500.00-Sewer.

NOW THEREFORE BE IT RESOLVED, by the Council of Stockton Borough, in the County of Hunterdon, State of New Jersey, that the following appropriations be made and a certified copy of this resolution be transmitted to the Chief financial officer for her records.

Attest:

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Michele Hovan  
Borough Administrator/Clerk

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Timothy J. Nemeth  
Mayor

## RESOLUTION

NO. 2019-09

ADOPTED: January 7, 2019

**WHEREAS**, N.J.S.A. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for non-payment of taxes of assessments; and

**WHEREAS**, N.J.S.A. 54:4-67 has been amended to permit the fixing of said rate at 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum of any amount in excess of \$1,500.00, and allows an additional penalty of a flat 6% to be collected against a delinquency in excess of \$10,000.00 on properties that fail to pay the delinquency prior to the end of the calendar year.

**NOW THEREFORE BE IT RESOLVED** that taxes shall be collected quarterly with due dates being February 1, May 1, August 1 and November 1, and that a 10-day grace period shall apply, after which unpaid taxes will be charged interest from the due date;

**BE IT FURTHER RESOLVED** that interest at the rate of 8% per annum up to the first \$1,500.00 of delinquency and at the rate of 18% per annum over \$1,500.00 of delinquency will be collected after the 10-day grace period back to the original due date;

**BE IT FURTHER RESOLVED** that a 6% year-end penalty will be charged for delinquencies over \$10,000.00 as of the 31st day of December 2018.

**ATTEST:**

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Michele Hovan  
Borough Clerk

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Timothy J. Nemeth  
Mayor

**RESOLUTION**

**NO. 2019-10**

**ADOPTED: January 7, 2019**

**Authorizing the Tax Assessor and Legal Counsel of the Borough of Stockton, County of Hunterdon, to File and Prosecute any and all Tax Appeals Before the Hunterdon County Board of Taxation and the Tax Court of New Jersey**

**WHEREAS**, said Hunterdon County Tax Administrator requires that the governing body of each municipality in the County of Hunterdon to pass a Resolution to authorize the Assessor of the municipality and their legal counsel to file and prosecute any and all tax appeals before the Hunterdon County Board of Taxation;

**NOW, THEREFORE, BE IT RESOLVED** that the legal counsel and the Assessor of Stockton Borough, County of Hunterdon, State of New Jersey are hereby authorized to file, prosecute, stipulate, modify, agree upon and otherwise perform the duties which are required of said Assessor, in the process of prosecution and/or filing of said Tax Appeals, with the jurisdiction of the Hunterdon County Board of Taxation and the Tax Court of New Jersey.

**ATTEST:**

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Michele Hovan  
Borough Clerk

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Timothy J. Nemeth  
Mayor

I, Michele Hovan, Borough Clerk of the Borough of Stockton do hereby certify this to be a true copy of a resolution adopted by the Stockton Borough Council on January 7, 2019.

---

Michele Hovan, Borough Clerk



# Borough of Stockton

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## RESOLUTION

**NO. 2019-11**

**Adopted: January 7, 2019**

WHEREAS, the Borough Council of the Borough of Stockton is aware that from time to time, errors are made in computing tax assessments; and

WHEREAS, the Borough Attorney and the Borough Tax Assessor are called upon to defend tax appeals filed with the Hunterdon County Board of Taxation and to agree to stipulations of appeals; and

WHEREAS, the Borough Attorney and the Borough Tax Assessor are authorized by the Borough Council of the Borough of Stockton to file rollback petitions with the Hunterdon County Board of Taxation for the Borough of Stockton;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stockton that the Borough Attorney and Tax Assessor of the Borough of Stockton are hereby authorized to file corrective appeals with the Hunterdon County Board of Taxation, to sign stipulations in matters of appeals with the Hunterdon County Board of Taxation and to file rollback petitions with the Hunterdon County Board of Taxation that they feel are proper and the best interests of the municipality.

Attest:

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Michele Hovan  
Borough Clerk

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Timothy J. Nemeth  
Mayor

I, Michele Hovan, Borough Clerk of the Borough of Stockton do hereby certify this to be a true copy of a resolution adopted by the Stockton Borough Council on January 7, 2019.

---

Michele Hovan, Borough Clerk



## Borough of Stockton

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### RESOLUTION

**NO. 2019-12**

**Adopted: January 7, 2019**

**BE IT RESOLVED** that the Mayor and Council of the Borough of Stockton authorize the following signatures for all Borough accounts and the signing of checks, notes and bonds or any other negotiable papers requiring signatures for Stockton Borough:

The Mayor or in the absence of the Mayor, the Council President  
and

The Chief Financial Officer and as necessary, the Borough Clerk.

Attest:

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Michele Hovan  
Borough Clerk

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Timothy J. Nemeth  
Mayor



# Borough of Stockton

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## RESOLUTION

**NO. 2019-13**

**Adopted: January 7, 2019**

WHEREAS, N.J.S.A. 40A:5-17.1 provides that the governing body of a municipality may authorize by Resolution a municipal employee to process, without further action on the part of the governing body, the cancellation of any property refund or delinquency of less than \$10.00;

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Stockton does hereby authorize the Tax Collector, Chief Financial Officer, and Utilities Collector to process the cancellation of any property tax refund, delinquency, or any charges and fees imposed by the municipality of less than \$10.00 for the year 2019.

BE IT FURTHER RESOLVED that an adopted copy of this Resolution be forwarded to the Tax Collector, Chief Financial Officer, and Utilities Collector.

Attest:

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Michele Hovan  
Borough Clerk

---

Timothy J. Nemeth  
Mayor



# Borough of Stockton

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## RESOLUTION

**NO. 2019-14**

**Adopted: January 7, 2019**

BE IT RESOLVED by the Borough Council of the Borough of Stockton that it does hereby authorize the Tax Collector of the Borough to conduct an annual tax sale during the year 2019.

Attest:

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Michele Hovan  
Borough Clerk

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Timothy J. Nemeth  
Mayor



## Borough of Stockton

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### RESOLUTION

NO. 2019-15

ADOPTED: January 7, 2019

#### AUTHORIZATION TO CHARGE A RETURNED CHECK FEE

**WHEREAS**, State statute permits local authorities to set a fee for returned checks; and

**WHEREAS**, the maximum amount to be charged per State statute is \$20.00; and

**WHEREAS**, the Borough Council of the Borough of Stockton, hereby desires to set a fee for checks returned by financial institutions for insufficient funds or other reasons by which funds are not able to be collected,

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Stockton that a returned check of \$20.00 be imposed for each check presented to the Borough of Stockton that is returned for uncollected funds purposes;

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately upon adoption.

ATTEST:

\_\_\_\_\_  
Michele Hovan  
Borough Clerk

\_\_\_\_\_  
Timothy J. Nemeth  
Mayor

#### CERTIFICATION

**THIS IS TO CERTIFY** that the above is a true copy of a resolution adopted by the Borough Council of the Borough of Stockton at a meeting held on January 7, 2019.

\_\_\_\_\_  
Michele Hovan, Borough Clerk



# Borough of Stockton

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## RESOLUTION

**NO. 2019-16**

**Adopted: January 7, 2019**

WHEREAS, it is desirable that idle funds of the Borough of Stockton be invested in legal investment vehicles at all times; and

WHEREAS, it is occasionally necessary to transfer funds for the purpose of meeting Current, Water or Sewer expenses or for the purpose of effecting investments;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stockton that it does hereby authorize the Chief Financial Officer of the Borough to request bids and to place orders for the investment of idle funds solely in legally authorized investment vehicles, such investments to the investing institution;

BE IT FURTHER RESOLVED that the Chief Financial Officer of the Borough is hereby authorized to transfer funds by wire solely for the aforementioned purposes and subject to all pertinent and applicable regulations.

Attest:

---

Michele Hovan  
Borough Clerk

---

Timothy J. Nemeth  
Mayor



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## RESOLUTION

**NO. 2019-17**

**Adopted: January 7, 2019**

WHEREAS, the Borough of Stockton has joined the Statewide Insurance Fund, a joint insurance fund as defined by N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do by the Fund;

WHEREAS, the Fund has requested its members to appoint individuals or entities to that position;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Stockton in the County of Hunterdon, State of New Jersey, as follows;

1. The Borough of Stockton hereby appoints Wells Fargo Insurance Services as its local Risk Management Consultant.
2. The Mayor of the Borough of Stockton and the Risk Management Consultant are hereby authorized to execute the Risk Management Consultant's Agreement for the year 2019 in the form attached hereto.

Attest:

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Michele Hovan  
Borough Clerk

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Timothy J. Nemeth  
Mayor

I, Michele Hovan, Borough Clerk of the Borough of Stockton, do hereby certify this to be a true copy of a Resolution adopted by the Borough Council of the Borough of Stockton on January 7, 2019.

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Michele Hovan, Borough Clerk



# Borough of Stockton

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## RESOLUTION

NO. 2019-18

ADOPTED: January 7, 2019

**WHEREAS**, as a condition of membership in the Statewide Insurance Fund, it is necessary to designate a Municipal Official to serve as a Commissioner to represent the Borough of Stockton;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Stockton that Michele Hovan, Borough Administrator/Clerk is hereby designated as a Fund Commissioner for the year 2019.

Attest:

\_\_\_\_\_  
Michele Hovan  
Borough Clerk

\_\_\_\_\_  
Timothy J. Nemeth  
Mayor

I, Michele Hovan, Borough Clerk of the Borough of Stockton, do hereby certify this to be a true copy of a Resolution adopted by the Borough Council of the Borough of Stockton on January 7, 2019.

\_\_\_\_\_  
Michele Hovan, Borough Clerk



## Borough of Stockton

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### RESOLUTION

**NO. 2019-19**

**Adopted: January 7, 2019**

WHEREAS, there is a need for general legal services for the Borough of Stockton and funds are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Stockton as follows:

1. The firm of Eckert Seamans Cherin & Mellott, LLC is hereby appointed Borough Attorney for the year 2019.
2. This Resolution is adopted without competitive bidding for professional services under the provisions of the Local Public Contracts Law as these types of services are performed by persons who are recognized as licensed and regulated professionals and are specifically exempted under N.J.S.A. 40A: 11-5.
3. The firm of Eckert Seamans Cherin & Mellott, LLC is required to comply with the requirements of P.L. 1976, C.127 (NJAC 17:27).
4. Notice of this appointment shall be published as required by law within ten days of its passage.

Attest:

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Michele Hovan  
Borough Administrator/Clerk

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Timothy J. Nemeth  
Mayor

I, Diane McDaniel, Chief Financial Officer of the Borough of Stockton do hereby certify funds for this contract are available from the 2019 current fund budget, as adopted.

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Diane McDaniel, Chief Financial Officer

Mailing Address:  
P.O. Box 5404  
Princeton, NJ 08543

File No. 306609-00001

Michael R. Butler, Esq.  
mbutler@eckertseamans.com  
(609) 989-5023

November 16, 2018

**Via E-mail and Regular Mail**

Michele Hovan, Borough Administrator/Clerk  
Borough of Stockton  
P.O. Box M  
Stockton, New Jersey 08559

**RE: Professional Services Agreement for 2018**

Dear Ms. Hovan:

It would be an honor to continue to serve the Borough of Stockton as its counsel for 2019. Accordingly, enclosed please find a Professional Services Agreement between Stockton Borough and myself for calendar year 2019. As you can see, there will be no increase in our proposed hourly rate. If the Agreement meets with the Borough's approval, kindly execute it and return a copy to me for my records.

Thank you for the opportunity to continue to serve as Counsel to Stockton Borough.

Very truly yours,



Michael R. Butler

MRB/cas

Enclosure

cc: The Honorable Timothy Nemeth – via e-mail (w/encl)



Stockton Borough  
Hunterdon County

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made as of the \_\_ day of January, 2019 between Stockton Borough, a municipal corporation in Hunterdon County, State of New Jersey (hereinafter referred to as the "Borough"), and Michael R. Butler, Esq. of the law firm Eckert Seamans Cherin & Mellott, LLC, 2000 Lenox Drive, Lawrenceville, New Jersey 08648, mailing address of P.O. Box 5404, Princeton, New Jersey 08543; and

**WITNESSETH:**

**WHEREAS**, the Borough requires professional legal services during the calendar year of 2019; and

**WHEREAS**, Michael R. Butler, Esq., is an attorney with the aforesaid law firm and has offered to provide professional legal services to the Borough as its Counsel during the calendar year of 2019; and

**WHEREAS**, the Borough has adopted a resolution authorizing the award of a contract for professional services to Michael R. Butler, Esq., and Eckert Seamans Cherin & Mellott, LLC, without competitive bidding pursuant to N.J.S.A. 40:A:11-1 et seq.; and

**WHEREAS**, the parties hereto desire to set forth the terms governing such appointment;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and obligations herein set forth, the parties hereto do agree as follows:

- 1) The Borough Attorney shall represent the Borough in legal matters, shall advise and assist the Council, the Administrator and the departments as requested in the administration of the Borough government. He shall attend meetings of the Council, as required by the Code, and shall attend to such other needs as shall be determined by the Council and shall draft ordinances and resolutions as requested and give opinions and rulings on questions of law which may arise. He shall prepare or approve legal instruments relating to the business of the Borough. He shall represent the Borough in litigation, and conduct trials, appeals and other proceedings affecting the interest of the Borough as he may in his discretion determine to be necessary or desirable, subject to the approval of the Council.
- 2) The Borough Attorney shall also:
  - i) Maintain records of all actions, suites, proceedings and matters which relate to the borough's interest and report thereon from time to time as the Administrator or Council may require.

- ii) Have power to enter into any agreement, compromise or settlement of any litigation in which the Borough is involved, subject to the approval of the Council and with knowledge of the Administrator.
  - iii) Upon the termination of his services to the Borough, forthwith surrender to his successor all Borough property, papers and records, together with a written consent to substitution of his successor in any pending actions or proceedings.
- 3) The Borough Attorney shall perform his responsibilities hereunder in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of his profession.
  - 4) The duration of this Agreement shall be one year, commencing January 1, 2019, as provided that it shall be deemed automatically renewed unless terminated or modified. The Attorney may designate a member of his firm or other qualified attorney to assist in the provision of services or appearances as required hereunder.
  - 5) This Agreement shall be effective for the period provided above, although it may be sooner terminated, with or without cause, for any reasons whatsoever, at any time by either party giving seven (7) days written notice to the other.
  - 6) In consideration of general legal services, the Borough Attorney shall be paid at the rate of \$155 per hour. Invoices shall be presented to the Borough on a monthly basis. Any questions or dispute concerning such invoices shall be resolved by the Borough Administrator after a conference with the Borough Attorney. Payment shall be made within sixty (60) days of the submission of an audited and approved voucher.
  - 7) The Borough shall, upon presentation and appropriate itemized documentation, also reimburse the Borough Attorney for all disbursements both directly related to and reasonably necessary for the proper disposition of legal services performed pursuant to this Agreement.
  - 8) The maximum fees payable by the Borough in conjunction with this Agreement shall not exceed the amount appropriated in the Borough budget. However, payment of fees in relation to capital bonded projects and developer review related materials shall not be considered in the computation of the maximum fees provided for herein.

#### **POLITICAL CONTRIBUTION DISCLOSURE**

This contract has been awarded to the Consultant based on the merits and abilities of the Consultant to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Consultant, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one year period preceding the award of the contract that would, pursuant to

P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in Stockton Borough if a member of that political party is serving in an elective public office of Stockton Borough when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Stockton Borough when the contract is awarded.

ATTEST:

STOCKTON BOROUGH

\_\_\_\_\_

\_\_\_\_\_  
Honorable Timothy Nemeth

WITNESS:

ECKERT SEAMANS CHERIN  
& MELLOTT, LLC

\_\_\_\_\_

  
\_\_\_\_\_  
Michael R. Butler, Esq.

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

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. The contractor or subcontractor agrees to review all

procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor or subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Stockton Borough  
Hunterdon County  
State of New Jersey

**AFFIRMATIVE ACTION REGULATIONS**  
**GOODS, PROFESSIONAL SERVICES, AND GENERAL SERVICE CONTRACTS P.L. 1975, C. 127**  
**(N.J.A.C. 17:27)**

If award a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27). Within seven days after receipt of the notifications of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Finance Department:

1. Does this contract have the potential of having a dollar value of \$25,000 or better?

  X   Yes (complete #2)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

       Yes (submit copy)  
  X   No (complete "a" below)

- a. Does your firm have NJ Certificate of Employee Information Report?

  X   Yes (submit copy)  
       No (complete "b" below)

- b. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report (Form AA-302) must be filed. Contact the Lawrence Borough Finance Office at 609-844-7010 for this form.

3. Are you a minority-owned business?

       Yes   X   No

---

The undersigned bidder certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

Company: Eckert Seamans Cherin & Mellott, LLC

Date: January , 2019

Signature: 

Michael R. Butler, Esq.

Title: Member



## Borough of Stockton

P.O. Box M

Stockton, New Jersey 08559

Phone (609) 397-0070

Fax (609) 397-4067

### RESOLUTION

**NO. 2019-20**

**Adopted: January 7, 2019**

WHEREAS, there is a need for bond counsel services for the Borough of Stockton and funds are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Stockton as follows:

1. The firm of Gluck Walrath LLP is hereby appointed Stockton Borough Bond Counsel for the year 2019.
2. This Resolution is adopted without competitive bidding for professional services under the provisions of the Local Public Contracts Law as these types of services are performed by persons who are recognized as licensed and regulated professionals and are specifically exempted under N.J.S.A. 40A: 11-5.
3. The firm of Gluck Walrath LLP is required to comply with the requirements of P.L. 1976, C.127 (NJAC 17:27).
4. Notice of this appointment shall be published as required by law within ten days of its passage.

Attest:

---

Michele Hovan  
Borough Clerk

---

Timothy J. Nemeth  
Mayor

I, Diane McDaniel, Chief Financial Officer of the Borough of Stockton do hereby certify funds for this contract are available from the 2019 municipal budget, as adopted.

---

Diane McDaniel, Chief Financial Officer



**Trenton Office**  
428 River View Plaza  
Trenton, NJ 08611  
Phone 609-278-1900  
Fax 609-278-9200

**Red Bank Office**  
11 Wharf Avenue, Suite 4  
Red Bank, NJ 07701  
Phone 732-530-8822  
Fax 732-530-6770

**glucklaw.com**

**Reply to:**

*Red Bank Office*

*Meghan Bennett Clark*

*Direct Dial: 732-530-8822*

*Mclark@glucklaw.com*

December 19, 2018

Michele Hovan, Municipal Clerk  
Borough of Stockton  
P.O. Box M  
2 South Main Street  
Stockton, NJ 08559

**RE: Bond Counsel Contract for 2019**

Dear Ms. Hovan:

Enclosed please find two (2) originals of a proposed Fee Agreement for my services as Bond Counsel to the Village for the term ending December, 2019.

You will also find enclosed our New Jersey Business Registration Certificate, Mandatory Employment Opportunity Language Form, Certificate of Employee Information Report, Business Entity Disclosure Form, Campaign Contributions Disclosure Statement and Certificate of Professional Liability Insurance.

Once the Contract has been approved and executed, kindly return a fully executed copy to me for our records.

If you have any questions or need anything additional, please feel free to contact me. Thank you for your cooperation and courtesies in this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Meghan Bennett Clark', written over a horizontal line.

Meghan Bennett Clark

MBC/cb  
Enc.



**BOROUGH OF STOCKTON  
FEE AGREEMENT FOR BOND COUNSEL SERVICES**

**THIS AGREEMENT**, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between, the **BOROUGH OF STOCKTON**, a body politic of the State of New Jersey, situate in the County of Hunterdon (herein called the "Borough") and **MEGHAN BENNETT CLARK, GLUCKWALRATH, LLP**, Attorneys at Law, with offices located in 11 Wharf Avenue, Suite 4, Red Bank, New Jersey 07701 (herein called "Bond Counsel").

WHEREAS, Bond Counsel agrees to provide specialized legal services relating to the authorization and issuance of debt obligations and other matters relating to capital projects; and

WHEREAS, funds are or will be available for such purposes from capital authorizations or other appropriate budgeted items or from the proceeds of the sale of bonds, notes or similar obligations.

NOW, THEREFORE, the parties hereto do agree as follows:

1. Bond Counsel agrees to provide the Borough with legal services in connection with the issuance of obligations and other capital financing matters; said services to be limited to the following:

a. Legal consultation and advice at meetings as requested by the Borough, its Mayor, Chief Financial Officer, Clerk or Attorney or other authorized officers on their behalf, in connection with the authorization of capital expenditures and the sale and issuance of obligations, or other financial matters;

b. Review of financial records and prior capital and bond ordinances or other prior actions of the Borough or officers thereof as same relate to the issuance of obligations;

c. Preparation of all bond ordinances to be adopted by the Borough;

d. Preparation of closing certificates to accomplish the issuance and delivery of temporary notes;

e. Upon the Borough's determination to issue bonds, preparation and review of all necessary documents to effectuate the bond issue and participation in and coordination of activities necessary to the bond issue, including:

i. the resolution authorizing the issuance of bonds and any related resolutions;

ii. preparation of the notice of sale;

iii. participation in the preparation and distribution of the Preliminary Official Statement and Official Statement which are necessary to provide information about the Borough's financing to potential investors;

iv. supervision of and attendance at the sale of the bonds in order to ensure the proper authorization and issuance of the bonds, including review of all documents relating to the sale of the bonds;

v. coordination of the printing and execution of the bonds;

vi. preparation of the necessary closing certificates; and

vii. attendance at the pre-closing and the closing for the bonds, at which time, Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds;

f. In connection with transactions involving the sale of small denomination obligations through a subscription process to local residents and others, assistance in selection of a custodian, attendance at pre-sale conference with prospective bidders, and preparation of subscription documents, including custodian agreement, escrow agreement, subscription agreement and custody receipts;

g. Basic advice with regard to the effect of the Federal tax law and regulations on the issuance of bonds or bond anticipation notes or similar obligations and the investment of the proceeds thereof and the restrictions on arbitrage earnings;

h. Preparation of written reports on matters relating to bond ordinances or other Bond Counsel activities as requested by the Borough;

i. Legislative and policy making legal advice with reference to financings by the Borough;

j. Advice regarding lost and damaged securities problems and the preparation of authorization documents relating thereto;

k. Any services reasonably provided by Bond Counsel in connection with the above detailed services;

l. Throughout the course of providing the foregoing services, Bond Counsel will be available for meetings and conversations with Borough officials, staff, representatives and advisors, including its attorneys, engineers, financial advisor, auditor and investment bankers, if any, as often as reasonably necessary.

m. Throughout the development of any project financing, Bond Counsel will render advice and opinions with respect to legal questions which may arise regarding capital financing projects.

2. Bond Counsel's fees for the foregoing services shall be as follows:

a. For services rendered in connection with each issue of bonds, a fee of \$4,500 plus \$1.00 per thousand dollars of bonds issued. If services out of the ordinary for an issue of general obligation bonds are required, such as an application to the Local Finance Board

or complex tax analysis, the additional time required will be billed on an hourly rate basis. If we prepare, as opposed to reviewing the Official Statement a flat fee of \$7,500 will be charged. If the bond sale involves the sale of minibonds or the sale of obligations to the United States Department of Agriculture, Farmers Home Administration, there will be an additional fee of \$500.00.

b. For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$470 for each single purpose ordinance and \$800 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings, discussions or other services that are out of the ordinary, there will be additional fees to be charged at the hourly rates of the participating attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.

c. For services rendered in connection with a temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing, a fee of \$.55 per thousand dollars of bond anticipation notes or tax anticipation notes, with a minimum fee of \$900 for each issue of bond anticipation notes or tax anticipated notes. If additional services are required, such as with issues involving the preparation of an Official Statement, the wide solicitation of bids, the attendance at closing, advance refundings or the combination of numerous ordinances, the additional time required will be billed at the hourly rates of the attorneys or paralegals in effect when the services are performed. A flat fee of \$1,000 will be charged if GluckWalrath is engaged for only the review of an Official Statement. An Additional \$3,500.00 will be charged for New Jersey Environmental Infrastructure Construction Loan Notes.

d. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the responsibility assumed and time involved will be charged.

e. In the event of a refunding issue providing for an escrow agreement and the investment of the proceeds consistent with the restrictions of the Internal Revenue Code of 1986, as amended, to provide for the payment of a prior issue of obligation, there will be a fee of \$7,500 in addition to the fees described herein.

f. Services rendered beyond the scope of those specified in this Section 2 will be billed at the hourly rates in effect when the services are rendered. The present hourly rates for Bond Counsel services range from \$105 to \$180 per hour depending on the attorney or paralegal involved. Such services may include, but are not limited to, attendance at meetings, extraordinary work involved in the preparation of the Official Statement, hiring of special counsel for particular matters, attention to any litigation that may occur, complicated arbitrage analysis or applications to the Federal Reserve Bank for investment of bond or note proceeds in State and Local Government Series federal obligations.

g. For services rendered in connection with a transaction involving a sale of small denomination obligations through a subscription process, an additional fee will be negotiated at the commencement of such services.

h. In the event that a bond sale is held but all bids are rejected or the sale is canceled, or this Contract is terminated prior to the sale of obligations, the fee to be charged shall be a reasonable one, based on the services performed and the time spent on the matter.

i. Customary disbursements shall be charged separately and in addition to the fees referred to in this Contract. Secretarial and other clerical staff and overhead are included in the above stated fees and rates, but not reasonable out-of-pocket expenses including overtime for personnel, travel (\$.25 per mile), utilization of reproduction and telecopy apparatus (\$.25 per page), overnight delivery and messenger services, postage and telephone charges. These expenses shall be periodically billed or billed at the time of closing on an issue.

Bond Counsel shall submit to the Borough itemized vouchers indicating the specifics of the work performed at the time obligations are issued or at such time as fees for other services or other disbursements become due.

3. It is hereby agreed between the parties that subsequent to the performance of services of a nature authorized by this Contract and submission of vouchers in proper form, Bond Counsel shall be entitled to payment within 35 days of the presentation of the voucher unless legitimate challenge is made by the Mayor, Chief Financial Officer and/or members of the governing body.

4. The Borough agrees that it will solicit the cooperation of all Borough officials and give access to its records so as to allow Bond Counsel to collect such data and information as may be necessary in order to perform the services described herein.

5. The parties hereto agree to incorporate into this Contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-5.3 promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-5.3, except to the extent an exemption is available and is exercised.

6. This Contract shall cover services by Bond Counsel for a period of one (1) year commencing January 1, 2019 and expiring on December 31, 2019.

7. This Contract is entered into between the parties pursuant to a Resolution duly adopted by the Borough..

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands or caused these presents to be signed by their proper officers or party and the Borough has caused its seal to be hereto affixed, as of the day and year first above written.

SIGNED, Sealed and Delivered in the presence of or Attested by:

ATTEST:

GLUCKWALRATH LLP

  
Carolyn A. Berardesco

By:   
Meghan Bennett Clark, Esq.

ATTEST:

BOROUGH OF STOCKTON, IN THE  
COUNTY OF HUNTERDON, NEW JERSEY

\_\_\_\_\_  
Michele Hovan

CLERK

By: \_\_\_\_\_  
MAYOR

(SEAL)



## Borough of Stockton

P.O. Box M  
Stockton, New Jersey 08559  
Phone (609) 397-0070  
Fax (609) 397-4067

### RESOLUTION

NO. 2019-21

Adopted: January 7, 2019

#### RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR ENGINEERING SERVICES

WHEREAS, the Borough of Stockton has a need to retain engineering services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Borough Clerk has determined and certified in writing that the anticipated value of the contract will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is 12 months; and

WHEREAS, Ferriero Engineering, Inc. has submitted a proposal indicating they will provide engineering services in accordance with the attached fee schedule; and

WHEREAS, Ferriero Engineering, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Ferriero Engineering, Inc. has not made any reportable contributions to a political or candidate committee in the Borough of Stockton in the previous one year, and that the contract will prohibit Ferriero Engineering, Inc. from making any reportable contributions through the term of the contract, and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Borough Council of the Borough of Stockton as follows:

1. Dennis W. O'Neal, PE, CME of Ferriero Engineering, Inc. is hereby appointed as Borough Engineer for the year 2019.
2. This Resolution is adopted without competitive bidding for professional services under the provisions of the Local Public Contracts Law as these types of services are performed by persons who are recognized as licensed and regulated professionals and are specifically exempted under N.J.S.A. 40A: 11-5.
3. The firm of Ferriero Engineering, Inc. is required to comply with the requirements of P.L. 1976, C.127 (NJAC 17:27).
4. The Business Entity Disclosure Certification and the Determination of Value be placed on file with this resolution.

5. The Mayor and Borough Clerk are hereby authorized to execute a contract with Ferriero Engineering, Inc. for engineering services for the Borough of Stockton.
6. The contract shall provide that Ferriero Engineering, Inc. is prohibited from making any reportable contributions through the term of the contract.
7. Notice of this contract award shall be published as required by law within ten days of its passage.

Attest:

---

Michele Hovan  
Borough Clerk

---

Timothy J. Nemeth  
Mayor

I, Michele Hovan, Borough Administrator/Clerk of the Borough of Stockton do hereby determine and certify the anticipated value of this contract will or may exceed \$17,500.

---

Michele Hovan  
Borough Administrator/Clerk

I, Diane McDaniel, Chief Financial Officer of the Borough of Stockton do hereby certify funds for this contract are available from the 2019 municipal budget, as adopted.

---

Diane McDaniel, Chief Financial Officer



Paul W. Ferriero, PE, PP, CME, LEED AP, CFM  
Robert C. Brightly, PE, PP, CME

Steven B. Bolio, PE, CME  
Mark S. Denisiuk, PE, LEED AP  
Joseph S. Kosinski, PG, CFM, LEED AP  
Dennis W. O'Neal, PE, PP, CME  
C. Richard Quamme, PE, CME  
Jess H. Symonds, PE

December 4, 2018

Michele Hovan, RMC, Administrator  
Stockton Borough  
2 S. Main Street  
P.O. Box M  
Stockton, NJ 08559

**RE: 2019 Agreement for Municipal Engineering  
Stockton Borough**

Dear Michele:

Enclosed please find two copies of our 2019 Agreement for Municipal Engineering Services for Stockton Borough.

This year we have increased our rates a modest 2%. As always, if there is anything we can do to improve our service to you and the Borough, please do not hesitate to contact me. We look forward to serving you again in 2019.

Very truly yours,

Paul W. Ferriero, PE, CME  
President





Paul W. Ferriero, PE, PP, CME, LEED AP, CFM  
Robert C. Brightly, PE, PP, CME

Steven B. Bolio, PE, CME  
Mark S. Denisiuk, PE, CME, LEED AP  
Joseph S. Kosinski, PG, CFM, LEED AP  
Dennis W. O'Neal, PE, PP, CME  
C. Richard Quamme, PE, CME  
Jess H. Symonds, PE

January 1, 2019

Re: 2019 Proposed Borough of Stockton  
Municipal Fee Schedule

Principal Engineer	\$148/hr
Professional Engineer	\$148/hr
Sr. Engineering Staff	\$108/hr
Jr. Engineering Staff	\$84/hr
Licensed Surveyor	\$118/hr
CAD Operator	\$82/hr
GIS Operator	\$86/hr
Two Man Field Crew	\$146/hr
Construction Inspector	\$86/hr
Soils Technician	\$82/hr
Printing - 24" x 36"	\$4.00/sheet
Printing - 30" x 42"	\$5.00/sheet
Color Copies (11"x17")	\$4.00/sheet
Reproducible Film	\$45.00/sheet
Postage/Express Delivery	At cost
Reproduction	At cost, plus 15%

• • •

## AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

This Agreement entered into this 1st day of January 2019 by and between the BOROUGH OF STOCKTON, in the County of Hunterdon, a municipal corporation of the State of New Jersey, and Ferriero Engineering, Inc, 180 Main Street, P.O. Box 571, Chester, New Jersey 07930.

WHEREAS, the Borough of Stockton requires professional engineering and surveying services to be performed for the Borough for the year 2019; and

WHEREAS, Dennis W. O'Neal, dba/Ferriero Engineering, Inc. is a licensed Professional Engineer and Professional Planner in the state of New Jersey, and Ferriero Engineering, Inc. has a Professional Surveyor licensed in the State of New Jersey on staff and is willing to perform said services;

NOW, THEREFORE, it is agreed as follows:

1. Dennis W. O'Neal, P.E. shall perform professional engineering services as Borough Engineer for the Borough of Stockton as requested by the Mayor and Council.
2. Ferriero Engineering, Inc. shall provide professional surveying services for the Borough of Stockton as requested by the Mayor and Council.
3. The Borough of Stockton will compensate Ferriero Engineering, Inc. for said engineering and surveying services on an hourly basis per the schedule attached dated January 2019.
4. Performance of this contract after March 31, 2019 is subject to appropriation of sufficient funds.
5. Affirmative Action Provisions: During the performance of this contract, the contractor agrees as follows:
  - A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;

- B. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex;
  - C. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
6. Employment Goal Compliance Provision:
- A. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
  - B. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the uses of any recruitment agency which engages in direct or indirect discriminatory practices.
  - C. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-rated testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

- D. The contractor and subcontractor agrees to review all procedures relating to transfer upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable Federal court decisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

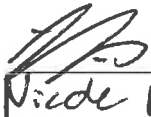
ATTEST:

BOROUGH OF STOCKTON

\_\_\_\_\_  
Michele Hovan, Administrator

\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Nicole Matepeane

  
\_\_\_\_\_  
Paul W. Ferriero, President  
Ferriero Engineering, Inc.

## AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

This Agreement entered into this 1st day of January 2019 by and between the BOROUGH OF STOCKTON, in the County of Hunterdon, a municipal corporation of the State of New Jersey, and Ferriero Engineering, Inc, 180 Main Street, P.O. Box 571, Chester, New Jersey 07930.

WHEREAS, the Borough of Stockton requires professional engineering and surveying services to be performed for the Borough for the year 2019; and

WHEREAS, Dennis W. O'Neal, dba/Ferriero Engineering, Inc. is a licensed Professional Engineer and Professional Planner in the state of New Jersey, and Ferriero Engineering, Inc. has a Professional Surveyor licensed in the State of New Jersey on staff and is willing to perform said services;

NOW, THEREFORE, it is agreed as follows:

1. Dennis W. O'Neal, P.E. shall perform professional engineering services as Borough Engineer for the Borough of Stockton as requested by the Mayor and Council.
2. Ferriero Engineering, Inc. shall provide professional surveying services for the Borough of Stockton as requested by the Mayor and Council.
3. The Borough of Stockton will compensate Ferriero Engineering, Inc. for said engineering and surveying services on an hourly basis per the schedule attached dated January 2019.
4. Performance of this contract after March 31, 2019 is subject to appropriation of sufficient funds.
5. Affirmative Action Provisions: During the performance of this contract, the contractor agrees as follows:
  - A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;

- B. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex;
- C. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

6. Employment Goal Compliance Provision:

- A. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by section N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- B. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or sex, and that it will discontinue the uses of any recruitment agency which engages in direct or indirect discriminatory practices.
- C. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-rated testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

- D. The contractor and subcontractor agrees to review all procedures relating to transfer upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable Federal court decisions.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.


ATTEST:


BOROUGH OF STOCKTON

\_\_\_\_\_  
Michele Hovan, Administrator

\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Nicole Hakepeace

  
\_\_\_\_\_  
Paul W. Ferriero, President  
Ferriero Engineering, Inc.



## Borough of Stockton

P.O. Box M

Stockton, New Jersey 08559

Phone (609) 397-0070

Fax (609) 397-4067

### RESOLUTION

**NO. 2019-22**

**Adopted: January 7, 2019**

WHEREAS, there is a need for tax map maintenance services for the Borough of Stockton and funds are available for this purpose;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Stockton as follows:

1. The firm of Ferriero Engineering, Inc. is hereby appointed to provide municipal tax map maintenance for the year 2019.
2. This Resolution is adopted without competitive bidding for professional services under the provisions of the Local Public Contracts Law as these types of services are performed by persons who are recognized as licensed and regulated professionals and are specifically exempted under N.J.S.A. 40A: 11-5.
3. The firm of Ferriero Engineering, Inc. is required to comply with the requirements of P.L. 1976, C.127 (NJAC 17:27).
4. Notice of this appointment shall be published as required by law within ten days of its passage.

Attest:

\_\_\_\_\_  
Michele Hovan  
Borough Administrator/Clerk

\_\_\_\_\_  
Timothy J. Nemeth  
Mayor

I, Diane McDaniel, Chief Financial Officer of the Borough of Stockton do hereby certify funds for this contract are available from the 2019 municipal budget, as adopted. .

\_\_\_\_\_  
Diane McDaniel, Chief Financial Officer



Paul W. Ferriero, PE, PP, CME, LEED AP, CFM  
Robert C. Brightly, PE, PP, CME

Steven B. Bolio, PE, CME  
Mark S. Denisiuk, PE, LEED AP  
Joseph S. Kosinski, PG, CFM, LEED AP  
Dennis W. O'Neal, PE, PP, CME  
C. Richard Quamme, PE, CME  
Jess H. Symonds, PE

December 4, 2018

Michele Hovan, RMC, Administrator  
Stockton Borough  
2 S. Main Street  
P.O. Box M  
Stockton, NJ 08559

**RE: 2019 Agreement for Municipal Tax Map Maintenance  
Stockton Borough**

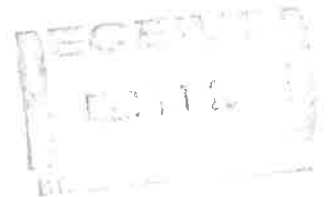
Dear Michele:

Enclosed please find two copies of our 2019 Agreement for Municipal Tax Map Maintenance Services for Stockton Borough.

As always, if there is anything we can do to improve our service to you and the Borough, please do not hesitate to contact me. We look forward to serving you again in 2019.

Very truly yours,

Paul W. Ferriero, PE, CME  
President



• • •



Paul W. Ferriero, PE, PP, CME, LEED AP, CFM  
Robert C. Brightly, PE, PP, CME

Steven B. Bolio, PE, CME  
Mark S. Denisiuk, PE, CME, LEED AP  
Joseph S. Kosinski, PG, CFM, LEED AP  
Dennis W. O'Neal, PE, PP, CME  
C. Richard Quamme, PE, CME  
Jess H. Symonds, PE

January 1, 2019

Re: 2019 Proposed Borough of Stockton  
Municipal Fee Schedule

Principal Engineer	\$148/hr
Professional Engineer	\$148/hr
Sr. Engineering Staff	\$108/hr
Jr. Engineering Staff	\$84/hr
Licensed Surveyor	\$118/hr
CAD Operator	\$82/hr
GIS Operator	\$86/hr
Two Man Field Crew	\$146/hr
Construction Inspector	\$86/hr
Soils Technician	\$82/hr
Printing - 24" x 36"	\$4.00/sheet
Printing - 30" x 42"	\$5.00/sheet
Color Copies (11"x17")	\$4.00/sheet
Reproducible Film	\$45.00/sheet
Postage/Express Delivery	At cost
Reproduction	At cost, plus 15%

## AGREEMENT FOR MAINTENANCE OF MUNICIPAL TAX MAPS

This Agreement entered into this 1st day of January 2019 by and between the BOROUGH OF STOCKTON, in the County of Hunterdon, a municipal corporation of the State of New Jersey and Ferriero Engineering, Inc., 180 Main Street, P.O. Box 571, Chester, New Jersey 07930.

WHEREAS, the Borough of Stockton requires that the municipal tax maps be maintained and updated during 2019; and

WHEREAS, Ferriero Engineering, Inc. has a Professional Land Surveyor licensed in the state of New Jersey on staff, and is willing to perform said services;

NOW, THEREFORE, it is agreed as follows:

1. Ferriero Engineering, Inc. shall maintain and update the tax maps as requested by the Mayor and Borough Council.
2. The Borough of Stockton will compensate Ferriero Engineering, Inc. for said services as follows:
  - Review copies of deeds provided by the Tax Assessor as he/she sends them to us on an hourly basis in accordance with the attached fee schedule dated January 2019.
  - Prepare and maintain a log of deeds reviewed and changes to be made to the tax map(s).
  - Revisions to tax maps each fall on an hourly basis in accordance with the attached fee schedule dated January 2019.
3. Affirmative Action Provisions: During the performance of this contract, the contractor agrees as follows:
  - A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, martial status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;