

TOWNSHIP OF FREDON
RESOLUTION 2018 - 01

RESOLUTION RE: TEMPORARY APPROPRIATIONS FOR OPERATING PURPOSES

WHEREAS, N.J.S. 40A:4-19 provides that where any contract, commitment or payments are made prior to the final adoption of the 2018 municipal budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided, and

WHEREAS, the total appropriations in the 2017 budget, \$2,713,481.00; exclusive of any appropriations made for interest and debt redemption charges, \$204,063; capital improvement fund, \$171,125; and public assistance, \$70; is the sum of \$2,338,223.00; and

NOW, THEREFORE, BE IT RESOLVED that the appropriations listed on the attached be made and that a certified copy of this resolution be forwarded to the Chief Financial Officer, Township Treasurer and Municipal Auditor for their records.

CERTIFICATION

I do hereby certify that the foregoing is a true copy of a resolution adopted by the Fredon Township Committee at the Annual Reorganization Meeting of that body held on January 2nd, 2018.

Joanne Charner RMC
Municipal Clerk

TOWNSHIP OF FREDON

RESOLUTION 2018-02

BE IT RESOLVED that the Tax Collector be authorized to charge 8% interest per annum on any delinquency under \$1,500.00 and 18% interest per annum on the amount of the delinquency in excess of \$1,500.00.

BE IT FURTHER RESOLVED that no interest shall be charged for a ten day grace period; after the ten day grace period, interest shall be calculated from the due date.

BE IT FURTHER RESOLVED that a penalty of 6% of the amount of the delinquency will be charged to a taxpayer with a delinquency in excess of \$10,000.00 who fails to pay that delinquency prior to the end of the calendar year.

BE IT FURTHER RESOLVED that the Tax Collector is hereby authorized to process or cancel, without further action on the part of the governing body, any property tax overpayment or delinquency of less than \$10.00.

BE IT FURTHER RESOLVED that the Tax Collector is hereby authorized to conduct the annual sale of delinquent taxes for the calendar year 2017.

BE IT FURTHER RESOLVED that it will be the responsibility of the Tax Collector to hold office hours on the first and tenth day of the collection period that takes place four times per year.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Reorganization Meeting of that body held on January 2, 2018.

Joanne Charner, RMC
Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018-03

WHEREAS, the Township of Fredon may participate in purchasing through the Passaic County Cooperative Pricing System, Morris County Cooperative Pricing System, Educational Services Commission of New Jersey, National Joint Powers Alliance, Hunterdon County Educational Services Commission, Houston Galveston Area Council (HGACBuy), and the Sussex County Cooperative Pricing System, and

WHEREAS, said Pricing Systems have approved bids for various items, and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Fredon Township that the following commodities shall be purchased through the Passaic County Cooperative Pricing System, Morris County Cooperative Pricing System, Educational Services Commission of New Jersey, National Joint Powers Alliance, Hunterdon County Educational Services Commission, Houston Galveston Area Council (HGACBuy), and the Sussex County Cooperative Pricing System:

- 1) Heating Fuel Oil
- 2) Hot Patch F.A.B.C. road material
- 3) 5A Road Material
- 4) 2" to 4" shoulder stone road material
- 5) Road salt
- 6) Road grits
- 7) Diesel Fuel
- 8) Liquid Propane Gas
- 9) Drainage Pipe
- 10) Any other materials needed by the Township

THEREFORE BE IT FURTHER RESOLVED by the Township Committee of Fredon Township that inasmuch as this Township is a participant in the State of New Jersey Purchasing Program, certain commodities shall also be purchased through said Program.

NOW, THEREFORE, BE IT RESOLVED that all other purchases made by the Township of Fredon shall have received two quotations, when applicable in accordance with state statute.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Reorganization Meeting of that body held on January 2, 2018.

Joanne Charner, RMC
Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018-04

BE IT RESOLVED by the governing body of the Township of Fredon that the Municipal Assessor and Municipal Attorney be and are hereby authorized to defend before the Sussex County Board of Taxation and Tax Court of the State of New Jersey all contested appeals and to initiate municipal appeals to correct the Township of Fredon tax list including but not limited to rollback complaints, added and omitted assessment complaints, and such other appeals as are necessary to correct the assessment for the Township of Fredon; and

BE IT FURTHER RESOLVED that the Municipal Assessor and Municipal Attorney be and are hereby designated as the agents of the Township of Fredon for the purpose of signing settlements of the foregoing matters by stipulation.

Mayor

CERTIFICATION

I hereby certify the above to be a true copy of a Resolution passed by the Fredon Township Committee at a Reorganization Meeting of that body held on January 2, 2018.

Joanne Charner, RMC
Municipal Clerk

TOWNSHIP OF FREDON

RESOLUTION 2018-05

WHEREAS, it is required under State Regulations determined at the Incorporation of Fredon Township in the year 1904 that Municipal checks bear the signatures of the Township Clerk, Township Treasurer and the Township Mayor; and

WHEREAS, there are instances when the Mayor of the Township of Fredon is not accessible for signing said Municipal checks,

BE IT RESOLVED that _____,
Deputy Mayor of the Township of Fredon, is hereby authorized to sign checks when Mayor is not accessible for signing said Municipal checks for the Township of Fredon.

CERTIFICATION

I hereby certify the above to be a true copy of a Resolution passed by the Fredon Township Committee at a Reorganization Meeting of that body held on January 2, 2018.

Joanne Charner RMC
Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018 - 06

RESOLUTION NAMING OFFICIAL DEPOSITORIES AND AUTHORIZING
SIGNATURES ON TOWNSHIP CHECKS FOR THE TOWNSHIP OF FREDON
FOR THE YEAR 2018

WHEREAS, N.J.S.A. 40A:5-14 mandates that the governing body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its moneys a bank or trust company having its place of business in the state and organized under the laws of the United States or this state;

NOW, THEREFORE, BE IT RESOLVED on the 2nd day of January, 2018, by the Township Committee of the Township of Fredon, County of Sussex, State of New Jersey, that:

1. Lakeland Bank - "Current Account" Account Number 190012
Signed by: Mayor or Deputy Mayor and Township Clerk and
Chief Financial Officer or Treasurer (Three signatures)

Lakeland Bank - "Capital Account" Account Number 198218
(Three signatures)

Lakeland Bank - "Payroll Account" Account Number 198021
(Two signatures)

Lakeland Bank - "Dog Trust Account" Account Number 190322
(Two signatures)

Lakeland Bank - "Recreation Trust Account" Account Number 198226
(Two signatures)

Lakeland Bank - "General Escrow Account" Account Number 5280583
(Two signatures)

Lakeland Bank - "Other Trust Account" Account Number 655401201
(Two signatures)

Lakeland Bank – "Open Space Trust Account"
Account Number 198331
(Two signatures)

Lakeland Bank – “Gale & Kitson Escrow (Fredon Golf)”
(Fredon Golf) Account Number 5283000
(Two signatures)

Lakeland Bank – Gale & Kitson Clubhouse Bond
Account Number 655400191
(Two signatures)

Lakeland Bank – “Klemm Escrow” Account Number 5282942
(Two signatures)

Lakeland Bank – “Council on Affordable Housing (COAH) Trust
Account” Account Number 655400574
(Two signatures)

Lakeland Bank – “PSE & G Escrow” Account Number 655402836
(Two Signatures)

Lakeland Bank – “23 Players Blvd, LLC” Account Number 655403344
(Two Signatures)

2. Prior to the deposit of any municipal funds in the above-mentioned depositories, said bank shall file with the Chief Financial Officer, a statement indicating that the bank is covered under the Government Units Deposit Protection Act (R.S. 17:9-41).

3. Any checks or drafts to be drawn against said account shall be signed by the persons/positions named after each account. All required signatures as above-referenced shall be made by check signature stamp or by manual signature.

I do hereby certify that the foregoing is a true copy of a resolution adopted by the Township of Fredon at a meeting duly held on the 2nd day of January, 2018.

Joanne Charner, RMC
Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018-07

FACSIMILE SIGNATURE RESOLUTION

I, Joanne Charner, the Municipal Clerk of the Township of Fredon at 443, Route 94, Newton, New Jersey 07860, do hereby certify that at a meeting of the Fredon Township Committee duly held on the 2nd day of January, 2018, at which a quorum was present and acting throughout, the following resolutions were unanimously adopted and are in full force and effect:

NOW THEREFORE, BE IT RESOLVED, that Lakeland Bank of Newton, N.J. be, and is hereby authorized and directed to honor as genuine and authorized instruments of Fredon Township any and all checks, drafts and/or other orders for the payment of money drawn in the name of Fredon Township bearing or purporting to bear the facsimile signature (s) of any of the following: Mayor, Deputy Mayor, Joanne Charner, William R. Liverance regardless of by whom or by what means the actual or purported facsimile signature thereon may have been affixed thereto.

BE IT FURTHER RESOLVED, that the Township of Fredon assumes full responsibility for any and all payments made by said Lakeland Bank of Newton, N.J., in reliance upon the actual or purported facsimile signature of any person or persons named in the foregoing resolution and agrees to indemnify and hold harmless the said Lakeland Bank of Newton, N.J. against any and all loss, cost, damage or expense suffered or incurred by said Lakeland Bank arising out of the misuse or unlawful or unauthorized use by any person of such facsimile signature, regardless of by whom or by what means the actual or purported facsimile signature thereon may have affixed thereto, and also agrees to indemnify and hold said Lakeland Bank of Newton, N.J. harmless of and from all claims arising out of forged endorsements to checks, drafts, and/or other orders for the payment of money signed by a facsimile signature machine or device while it is in the hands of a thief or other unauthorized person. Lakeland Bank of Newton, N.J. shall also have all protection against forged endorsement granted to it by MSA 19.3405 and its subsections.

BE IT FURTHER RESOLVED, that the Municipal Clerk of the Fredon Township be and is hereby authorized and directed to deliver to the said Lakeland Bank of Newton, N.J. specimens of the facsimile signature (s) of the person (s) above named.

IN WITNESS WHEREOF I have here unto set my hand and seal of the Township of Fredon on this 2nd day of January 2018.

Joanne Charner RMC
Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018-08

AWARD OF CONTRACT FOR PROFESSIONAL SERVICES
MUNICIPAL ATTORNEY

WHEREAS, there exists a need for the professional services of Municipal Attorney in the Township of Fredon, County of Sussex, and State of New Jersey; and

WHEREAS, the Township has provided funds for expenditures related to such services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Fredon, of the County of Sussex, as follows:

1. The Mayor and Clerk of the Township of Fredon are hereby authorized and directed to execute the attached agreement with William Hinkes, Esq., of the firm of Hollander, Strelzik, Pasculli, Pasculli, Hinkes, Gacquin, Vandenberg, and Hontz, L.L.C.
2. The contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Laws because the contract is for a service performed by a person authorized to practice a recognized profession that is regulated by law.
3. A notice of this action shall be printed once in the “New Jersey Herald”.

I hereby certify this to be a true copy of a resolution adopted by the Fredon Township Committee at a meeting held on January 2, 2018.

Joanne Charner RMC
Municipal Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made this 2nd of January, 2018, between the TOWNSHIP OF FREDON, a political corporation of the State of New Jersey, with offices located at Municipal Building, 443 Route 94, Fredon Township (mailing address: Newton 07860) New Jersey (hereinafter "Municipality"), and WILLIAM HINKES, ESQ., an Attorney of the State of New Jersey, whose offices are located with Hollander, Strelzik, Pasculli, Pasculli, Hinkes, Gacquin, Vandenberg, and Hontz L.L.C. ESQS., at 40 Park Place, Newton, New Jersey 07860 (hereinafter "Attorney").

WHEREAS, the Municipality desires to retain the Attorney to provide legal services to the Municipality and its employees, officers, other professionals, and boards; and

WHEREAS, the Attorney is licensed by the State of New Jersey to provide such services and is otherwise qualified to enable both parties to enter into a Professional Services Contract without competitive bidding pursuant to N.J.S. 40A:11-5 (1) (a) (i).

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants contained within this Agreement, the Municipality and the Attorney agree as follows:

1. **TERM.** The Municipality engages the Attorney as Municipal Counsel for the period January 1, 2018, through December 31, 2018, unless earlier terminated as provided for herein.
2. **SCOPE OF SERVICES.** The Attorney shall provide legal services, including all necessary consultations, research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, court appearances, providing counsel at meetings of the governing body and its agencies and boards, and related work to properly represent the Municipality. As may be satisfactory to the Municipality, the partners and associate attorney (s) of the Attorney's firm Hollander, Strelzik, Pasculli, Pasculli, Hinkes, Gacquin, Vandenberg, and Hontz L.L.C may provide such services. By execution of this agreement on behalf of Hollander, Strelzik, Pasculli, Hinkes, Vandenberg, and Hontz L.L.C. the Attorney so binds the law firm and its partners and associates to the provisions of this Agreement.
3. **COMPENSATION.** The Attorney shall be paid at an hourly rate of \$180.00 for the provision of professional services provided for herein. No charge shall be permitted for any of Attorney's office expenses or clerical support unless extraordinary and approved in advance by the Municipality. When the Attorney's professional services are related to review of an application for development as permitted under the Land Use Laws of the State of New Jersey, the fees for such services shall be charged against the funds for municipal professional service review escrowed by the developer. The

Attorney shall submit on a monthly basis an Invoice for services on such forms as the Municipality shall provide, which shall include such detail as is necessary for the Municipality to evaluate the charges for particular services.

4. MUNICIPAL SUPPORT. The Municipality shall cooperate fully with the Attorney and provide to the Attorney such information and data available to it (e.g., maps, photographs, reports, etc.) that the Attorney may require for the provision of services as provided herein.
5. RESTRICTIONS ON ATTORNEY.
 - (a). The attorney will not at any time, in any form, either directly or indirectly, disclose to any person or corporation any information related to services provided to the Municipality, except as may be reasonably necessary for the effective representation of the Municipality.
 - (b). During the period of this agreement and after its termination the Attorney shall not provide professional services to any person or entity in conflict with the provisions of the Rules of Professional Conduct for attorneys regarding conflicts of interest and representation of parties with interests potentially adverse to that of the Municipality.
6. COMPLIANCE WITH LAW. The Attorney represents compliance with the requirements of Exhibit A, attached and the Attorney agrees to comply with the obligations thereof for the duration of this Agreement. The Attorney shall execute an Affirmative Action Affidavit in the form prescribed by the State of New Jersey.
7. TERMINATION. Either party may terminate this Agreement at any time prior to its expiration as set forth in Paragraph 1, with or without cause, and notwithstanding any appointment of the Attorney by any municipal agency to a consulting position therewith, upon thirty days' written notice of such intention by the terminating party to the other party. Within the termination period the Attorney shall complete or wind down such work as had been assigned to the Attorney and shall be paid at the rate called for herein. At the completion of the termination period each party shall return to the other party such material as may be the property of the other party.
8. ENTIRE AGREEMENT. The parties agree that this written Agreement constitutes the entire agreement of the parties, and that no understanding or agreement, verbal or otherwise, exists independently of this Agreement. No change or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth in the introductory paragraph.

TOWNSHIP OF FREDON

Fredon Township Mayor

ATTEST:

Joanne Charner RMC
Municipal Clerk

William Hinkes, Esq. acknowledges executing the within duplicate Resolution and agrees to be bound by the terms, covenants and conditions thereof for the year 2018.

William Hinkes, Esq.

ATTEST:

RESOLUTION 2018-09
FREDON TOWNSHIP COMMITTEE
SCHEDULE OF MEETINGS FOR 2018

BE IT RESOLVED, that the Township of Fredon, County of Sussex, State of New Jersey shall hold its regularly scheduled meetings at the Fredon Township Municipal Building, 443 Route 94, Newton, NJ on the dates as set forth on the schedule listed below and that all notices shall be posted on the bulletin board situated in the Fredon Township Municipal Building.

January 11	at 7:00 P.M.	Regular Meeting
January 25	at 6:00 P.M.	Regular Meeting
February 08	at 7:00 P.M.	Regular Meeting
February 22	at 6:00 P.M.	Regular Meeting
March 08	at 7:00 P.M.	Regular Meeting
March 22	at 6:00 P.M.	Regular Meeting
April 12	at 7:00 P.M.	Regular Meeting
April 26	at 6:00 P.M.	Regular Meeting
May 10	at 7:00 P.M.	Regular Meeting
May 24	at 6:00 P.M.	Regular Meeting
June 14	at 7:00 P.M.	Regular Meeting
June 28	at 6:00 P.M.	Regular Meeting
July 12	at 7:00 P.M.	Regular Meeting
July 26	at 6:00 P.M.	Regular Meeting
August 09	at 7:00 P.M.	Regular Meeting
August 23	at 6:00 P.M.	Regular Meeting
September 13	at 7:00 P.M.	Regular Meeting
September 27	at 6:00 P.M.	Regular Meeting
October 11	at 7:00 P.M.	Regular Meeting
October 25	at 6:00 P.M.	Regular Meeting
November 08	at 7:00 P.M.	Regular Meeting
November 20	at 6:00 P.M.	Regular Meeting
December 13	at 7:00 P.M.	Regular Meeting
December 27	at 6:00 P.M.	Regular Meeting
January 2 2019	at 5:00 P.M.	Reorganization Meeting

THE AGENDA FOR ALL MEETINGS, MORE OR LESS

OPEN PUBLIC MEETINGS STATEMENT

ROLL CALL

REVIEW OF CORRESPONDENCE

REVIEW OF BILLS/ACTION ON BILLS

APPROVAL OF MINUTES

OPENING OF BIDS (IF ANY)

CONSENT AGENDA

OLD OR UNFINISHED BUSINESS

NEW BUSINESS DISCUSSION

COMMITTEE REPORTS

OTHER BUSINESS

PUBLIC PORTION

EXECUTIVE SESSION

ADJOURNMENT

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at the Reorganization Meeting of that body held on January 2, 2018.

Joanne Charner RMC
Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018-10

PROFESSIONAL SERVICES - MUNICIPAL AUDITOR

WHEREAS, there exists a need for a Municipal Auditor to be appointed to represent the Township of Fredon; and

WHEREAS, the Township has provided funds for expenditures dealing with such representation; and

WHEREAS, Nisivoccia & Company has submitted a statement of anticipated fees, which the Township of Fredon deems fair and equitable for professional services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Nisivoccia & Company agrees to incorporate into this contract the mandatory language of Exhibit A attached.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Fredon, of the County of Sussex, as follows:

1. The Mayor and Clerk of the Township of Fredon are hereby authorized and directed to execute a duplicate of this Resolution which shall act as the authority and agreement between the Township of Fredon and Nisivoccia & Company to be retained as Municipal Auditor on and in behalf of the Township of Fredon for the year 2018.

2. The services to be rendered by Nisivoccia & Company as Municipal Auditor, shall be as submitted by Nisivoccia & Company.

3. This contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law because Nisivoccia & Company is a licensed auditing firm of the State of New Jersey and as such is duly qualified as a professional to carry out the subject services, which are expressly exempt from the Local Public Contracts bidding requirements.

4. Nisivoccia & Company shall execute an Affirmative Action Affidavit, in the form prescribed by the State of New Jersey.

5. A notice of this action shall be printed once in the “New Jersey Herald”.

6. Copies of this Resolution shall be forwarded to Nisivoccia & Company, the Township Clerk and the Township Treasurer.

Fredon Township Mayor

ATTEST:

Joanne Charner RMC
Municipal Clerk

Nisivoccia & Company acknowledges executing the within duplicate Resolution and agrees to be bound by the terms, covenants and conditions thereof for the year 2018.

Nisivoccia & Company

ATTEST:

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Regular Meeting of that body held on January 2, 2018.

Joanne Charner, RMC
Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018-12

WHEREAS, there exists a need for Animal Control Services to be performed for the Township of Fredon; and

WHEREAS, the Green Dog Inn submitted a proposal for animal control service on a month to month basis; and

WHEREAS, funds have been provided for said expenditures,

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Fredon does award contract to the Green Dog Inn with fees as listed in the agreement submitted by the Green Dog Inn commencing on January 1, 2018 and ending on December 31, 2018.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Regular Meeting of that body held on January 2, 2018.

Joanne Charner RMC
Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018-13

AWARD OF CONTRACT FOR PROFESSIONAL SERVICES
MUNICIPAL PLANNER

WHEREAS, there exists a need for the professional services of Municipal Consultant in the Township of Fredon, County of Sussex, and State of New Jersey; and

WHEREAS, the Township has provided funds for expenditures related to such services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Fredon, of the County of Sussex, as follows:

1. The Mayor and Clerk of the Township of Fredon are hereby authorized and directed to execute the attached agreement with Eileen F. Banyra, P.P., A.I.C.P., of the firm Maser Consulting P.A.
2. The contract is awarded without competitive bidding as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Laws because the contract is for a service performed by a person authorized to practice a recognized profession that is regulated by law.
3. A notice of this action shall be printed once in the “New Jersey Herald”.

I hereby certify this to be a true copy of a resolution adopted by the Fredon Township Committee at a meeting held on January 2, 2018.

Joanne Charner RMC
Municipal Clerk

PROFESSIONAL SERVICES CONTRACT

This Agreement is made this 2nd day of January, 2018, between the TOWNSHIP OF FREDON, a political corporation of the State of New Jersey, with offices located at Municipal Building, 443 Route 94, Fredon Township (mailing address: Newton 07860) New Jersey (hereinafter "Municipality"), and EILEEN F. BANYRA, P.P., A.I.C.P., of Maser Consulting P.A. with offices located at 400 Valley Rd, Suite 304, Mt. Arlington, NJ 07856 (hereinafter "Consultant").

WHEREAS, the Municipality desires to retain the Consultant to provide legal services to the Municipality and its employees, officers, other professionals, and boards; and

WHEREAS, the Consultant is licensed by the State of New Jersey to provide such services and is otherwise qualified to enable both parties to enter into a Professional Services Contract without competitive bidding pursuant to N.J.S. 40A:11-5 (1) (a) (i).

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants contained within this Agreement, the Municipality and the Consultant agree as follows:

1. **TERM.** The Municipality engages the Consultant as Municipal Planner for the period January 1, 2018, through December 31, 2018, unless earlier terminated as provided for herein to provide professional services as set forth herein.
2. **SCOPE OF SERVICES.** The Consultant shall provide technical advice and assistance in Planning and Development and related areas of professional expertise to the Municipality and its employees, officers, other professionals, and boards. Such services include reviewing and processing applications for development within Fredon Township, and make recommendations regarding enactment of ordinances within the Consultant's field of expertise and compliance with State law and policy related to municipal development and housing.
3. **COMPENSATION.** The Consultant shall be paid at rates in accordance with the annexed fee schedule for municipal services. No charge shall be permitted for any of Consultant's office overhead or clerical support. When the Consultant's professional services are related to review of an application for development pending before a Land Use Board of the Municipality, the fees for such services shall be charged against the funds for municipal professional

service review escrowed by the applicant. Consultant shall submit on a monthly basis an invoice for services attached to a Township of Fredon voucher, which invoice shall specify the dates worked, hours or parts thereof worked, and subject of work in such detail as is necessary for the Municipality to evaluate the charges for particular services.

4. MUNICIPAL SUPPORT. The Municipality shall cooperate fully with the Consultant and provide to the Consultant such information and data available to it (e.g., maps, photographs, reports, etc.) that the Consultant may require for the provision of services as provided herein.
5. RESTRICTIONS ON CONSULTANT.
 - (a). The Consultant will not at any time, in any form, either directly or indirectly, disclose to any person or corporation any information related to services provided to the Municipality, including but not limited to the review of applications for development, the enactment of ordinances, or the development of municipal policy related to planning, land use, or housing, except as may be reasonably necessary for the performance of duties for the Municipality as called for herein.
 - (b). During the period of this agreement and after its termination the Consultant shall not provide professional services to any person or entity in conflict with the provisions of the Rules of Professional Conduct for Consultants regarding conflicts of interest and representation of parties with interests potentially adverse to that of the Municipality.
6. COMPLIANCE WITH LAW. The Consultant represents compliance with the requirements of Exhibit A attached. The Consultant shall execute an Affirmative Action Affidavit in the form prescribed by the State of New Jersey.
7. TERMINATION. Either party may terminate this Agreement at any time prior to its expiration as set forth in Paragraph 1, with or without cause, and notwithstanding any appointment of the Consultant by any municipal board to a consulting position therewith, upon thirty days' written notice of such intention by the terminating party to the other party. Within the termination period the Consultant shall complete or wind down such work as had been assigned to the Consultant and shall be paid at the rate called for herein. At the completion of the termination period each party shall return to the other party such material as may be the property of the other party.

8. ENTIRE AGREEMENT. The parties agree that this written Agreement constitutes the entire agreement of the parties, and that no understanding or agreement, verbal or otherwise, exists independently of this Agreement. No change or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth in the introductory paragraph.

TOWNSHIP OF FREDON

Fredon Township Mayor

Eileen F. Banyra P.P., A.I.C.P.
New Jersey License No. 3667

TOWNSHIP OF FREDON
RESOLUTION 2018-14

WHEREAS N.J.S.A. 40:53-1 stipulates that the governing body of every municipality may designate an official newspaper or newspapers for the publication of all advertisements and notices required by law to be published by the municipality;

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Fredon does hereby designate the following as official newspapers of the Township of Fredon for the year 2018:

The New Jersey Herald

New Jersey Sunday Herald

Newark Star Ledger.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Regular Meeting of that body held on January 2, 2018.

Joanne Charner RMC
Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018-15

PROFESSIONAL SERVICES - BOND COUNSEL

WHEREAS, there exists a need for specialized legal services necessary in connection with the authorization and issuance of bonds or notes by the Township of Fredon; and

WHEREAS, the Township has provided funds for expenditures dealing with such representation; and

WHEREAS, Waters, McPherson, McNeill, P.C., Secaucus, New Jersey has submitted a statement of anticipated fees, which the Township of Fredon deems fair and equitable for professional services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Waters, McPherson, McNeill, P.C., agrees to incorporate into this contract the mandatory language of Exhibit A attached; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Fredon, of the County of Sussex, as follows:

1. The Mayor and Clerk of the Township of Fredon are hereby authorized and directed to execute a duplicate of this Resolution which shall act as the authority and agreement between the Township of Fredon and Waters, McPherson, McNeill, P.C., to be retained as Bond Counsel on and in behalf of the Township of Fredon for the year 2017.
2. The services to be rendered by Waters, McPherson, McNeill, P.C., shall be on a fee basis, as required and sought by the Township of Fredon.
3. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law because Waters, McPherson, McNeill, P.C., is a recognized Bond Counsel firm of the State of New Jersey and as such is duly qualified as a professional to carry out the subject services, which are expressly exempt from the Local Public Contracts bidding requirements.
4. Waters, McPherson, McNeill, P.C., shall execute an Affirmative Action Affidavit, in the form prescribed by the State of New Jersey.

5. A notice of this action shall be printed once in the "New Jersey Herald".

6. Copies of this Resolution shall be forwarded to Waters, McPherson, McNeill, P.C., the Township Clerk, and the Township Treasurer.

ATTEST:

Joanne Charner RMC
Municipal Clerk

Fredon Township Mayor

Waters, McPherson, McNeill, P.C., acknowledges executing the within duplicate Resolution and agrees to be bound by the terms, covenants and conditions thereof for the year 2018.

ATTEST:

Waters, McPherson, McNeill, P.C.,

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Regular Meeting of that body held on January 2, 2018.

Joanne Charner RMC
Municipal Clerk

**CASH MANAGEMENT PLAN OF THE TOWNSHIP OF FREDON,
IN THE COUNTY OF SUSSEX, NEW JERSEY**

I. STATEMENT OF PURPOSE.

This Cash Management Plan (the “Plan”) is prepared pursuant to the provisions of N.J.S.A. 40A:5 – 14 in order to set forth the basis for the deposits (“Deposits”) and investment (“Permitted Investments”) of certain public funds of the Township of Fredon pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding the availability for the intended purposes), intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

- A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township of Fredon.

Current Fund Account

- B. It is understood that this Plan is not intended to cover certain funds and accounts of the Township of Fredon, specifically:

Other Trust
General Capital
Dog License
Public Assistance
Recreation
Open Space
Payroll

III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP OF FREDON AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN.

The Chief Financial Officer of the Township of Fredon and the Township Treasurer (the “Designated Official”) is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan. Prior to making any such deposits or any Permitted Investments, such officials of the Township of Fredon are directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgement kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES.

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any Certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

Valley National Bank
Lakeland Bank
Sussex Bank

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgement to the Designated Officials(s) referred to in Section III above

V. AUTHORIZED INVESTMENTS.

- A. Except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:
- (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
 - (2) Government money market mutual funds;
 - (3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
 - (4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;
 - (5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local Units;
 - (6) Local government investment pools;
 - (7) Deposits with the State of New Jersey Cash Management Fund established pursuant to Section 1 of P.L. 1977, c.281 (C.52:18A – 90.4) ;
 - (8) agreements for the repurchase of fully collateralized securities if:

- (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection a;
- (b) the custody of collateral is transferred to a third party;
- (c) the maturity of the agreement is not more than 30 days;
- (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970, c.236 (C.17:9-41); and
- (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms “government money market mutual fund” and “local government investment pool” shall have the following definitions:

Government Money Market Mutual Fund. An investment company or investment trust:

- (a) which is registered with the Securities and Exchange Commission under the “Investment Company Act of 1940,” 15 U.S.C. sec. 80a-1 et seq., And operated in accordance with 17 C.F.R. sec. 270.2a-7.
- (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities; and
- (c) which is rated by a nationally recognized statistical rating organization.

Local Government Investment Pool. An investment pool:

- (a) which is managed in accordance with 17 C.F.R. sec. 270.2a-7;
- (b) which is rated in the highest category by a nationally recognized statistical rating organization;
- (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
- (d) which is in compliance with rules adopted pursuant to the “Administrative Procedures Act,” P.L. 1968, c. 410 (c.52:14B – 1 et seq.) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which rules shall provide for disclosure and reporting requirements

and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

- (e) which does not permit investments in instruments that are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value; and
- (f) which purchases and redeems investments directly from the issuer, government money market fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within this State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967 c.9 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

VI. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGEMENT OF RECEIPT OF PLAN

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township of Fredon, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Township of Fredon to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted investments that involve securities shall be executed by a “delivery versus payment” method to insure that such Permitted Investments are either received by the Township of Fredon or by a third party custodian prior to or upon the release of the Township’s funds.

To assure that all parties with whom the Township of Fredon deals either by way of Deposits or Permitted Investments are aware of the authority and limits set forth in this Plan, all such parties shall be supplied with a copy of this Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy which shall be on file with the Designated Official(s).

VII. REPORTING REQUIREMENTS

- A. On the first day of each month during which this Plan is in effect, the Designated Official (s) referred to in Section III hereof shall supply to the governing body of the Township of Fredon a written report of any Deposits or Permitted Investments

made pursuant to this Plan, which shall include, at a minimum, the following information:

- B. The name of any institution holding funds of the Township of Fredon as a Deposit or a Permitted Investment.
- C. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- D. The class or type of securities purchased or Deposits made.
- E. The book value of such Deposits or Permitted Investments.
- F. The earned income on such Deposits or Permitted Investments. To the extent that such amounts are actually earned at maturity, this report shall provide an accrual of such earnings during the immediately preceding month.
- G. The fees incurred to undertake such Deposits or Permitted Investments.
- H. The market value of all Deposits or Permitted Investments as of the end of the immediately preceding month.
- I. All other information which may be deemed reasonable from time to time by the governing body of the Township of Fredon.

VIII. TERM OF PLAN

This Plan shall be in effect from January 1, 2018 to December 31, 2018. Attached to this Plan is a resolution of the governing body of the Township of Fredon approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the governing body, the Designated Official(s) is directed to supply copies of the amendments to all the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged

TOWNSHIP OF FREDON
RESOLUTION 2018 - 16

RESOLUTION APPROVING CASH MANAGEMENT PLAN
FOR THE TOWNSHIP OF FREDON FOR THE YEAR 2018

WHEREAS, N.J.S.A. 40A:5-14 mandates that the governing body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, approve a cash management plan of the Township of Fredon;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Fredon, County of Sussex, State of New Jersey, that the Cash Management Plan attached be approved for the Township of Fredon, County of Sussex, State of New Jersey for calendar year 2018; and

NOW, THEREFORE, BE IT RESOLVED that certified copies of this Resolution be forwarded to the Chief Financial Officer and Township Treasurer.

I do hereby certify that the foregoing is a true copy of a resolution adopted by the Township Committee, Township of Fredon at a meeting duly held on the 2nd day of January, 2018.

Joanne Charner, RMC Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018-17
PROFESSIONAL SERVICES - MUNICIPAL ENGINEER

WHEREAS, there exists a need for a Municipal Engineer to be appointed to represent the Township of Fredon; and

WHEREAS, the Township has provided funds for expenditures dealing with such representation in an appropriation entitled "Engineering"; and

WHEREAS, Harold E. Pellow Associates has submitted a statement of anticipated fees indicating that all such services will be rendered on the basis of hourly rates, which the Township of Fredon deems fair and equitable for professional services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Harold E. Pellow Associates represents compliance with the requirements of Exhibit A, attached and the Engineer agrees to comply with the obligations thereof for the duration of this Agreement. The Engineer shall execute an Affirmative Action Affidavit in the form prescribed by the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Fredon, of the County of Sussex, as follows:

1. The Mayor and Clerk of the Township of Fredon are hereby authorized and directed to execute a duplicate of this Resolution which shall act as the authority and agreement between the Township of Fredon and Harold E. Pellow Associates to be retained as Municipal Engineer on and in behalf of the Township of Fredon for a three year period beginning January 1, 2018.
2. The services to be rendered by Harold E. Pellow Associates as Municipal Engineer shall be on an hourly basis, as required and sought by the Township of Fredon, at a rate of \$125.00 as submitted by Harold E. Pellow Associates.
3. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1) (a) of the Local Public Contracts Law because Harold E. Pellow Associates is a licensed engineering firm of the State of New Jersey and as such is duly qualified as a professional to carry out the subject services, which are expressly exempt from the Local Public Contracts bidding requirements.

Township of Fredon
Resolution 2018-17
Municipal Engineer

4. A notice of this action shall be printed once in the "New Jersey Herald".
5. Copies of this Resolution shall be forwarded to Harold E. Pellow Associates, the Township Clerk and the Township Treasurer.

Fredon Township Mayor

ATTEST:

Joanne Charner RMC Municipal Clerk

Harold E. Pellow Associates acknowledges executing the within duplicate Resolution and agrees to be bound by the terms, covenants and conditions thereof for the years 2018 - 2020.

Harold E. Pellow Associates

ATTEST:

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Regular Meeting of that body held on January 3, 2017.

Joanne Charner, RMC
Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018-18

RESOLUTION OF THE FREDON TOWNSHIP COMMITTEE TO APPOINT JOHN A.W. RICHARDSON TO THE POSITION OF EMERGENCY MANAGEMENT COORDINATOR AND 911 COORDINATOR

WHEREAS, BE IT RESOLVED, that by the Township Committee of the Township of Fredon, County of Sussex, and State of New Jersey, that John A.W. Richardson is hereby appointed to the position of Emergency Management Coordinator and said term is for a three (3) year term ending December 31, 2018 and; Keith Festa has also been appointed Deputy Emergency Management Coordinator and said term is for a three (3) year term which will be ending on December 31, 2018; and Virgil Rome has also been appointed Deputy Emergency Management Coordinator and said term is for a three (3) year term which will be ending December 31, 2020.

WHEREAS, BE IT ALSO RESOLVED, that by the Township Committee of the Township of Fredon, County of Sussex, and State of New Jersey, does hereby appoint John A.W. Richardson to the position of 911 Coordinator.

BE IT FURTHER RESOLVED that a certified copy of this resolution will be forwarded to the Sussex County Office of Emergency Management for their records.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Regular Meeting of that body held on January 2, 2018.

Joanne Charner RMC
Municipal Clerk

TOWNSHIP OF FREDON
RESOLUTION 2018-19
RESOLUTION APPOINTING RISK MANAGEMENT CONSULTANT

WHEREAS, Township of Fredon (hereinafter "Local Unit") has joined the Statewide Insurance Fund (hereinafter "Fund"), a joint insurance fund as defined in 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 so by the "Fund"; and

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

NOW, THEREFORE, BE IT RESOLVED by the governing body of "Local Unit", in the County of Sussex and State of New Jersey, as follows:

1. Township of Fredon hereby appoints The Morville Agency, a division of Gallagher Bollinger, Arthur J. Gallagher & Co. its local Risk Management Consultant.
2. The Mayor and Clerk and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant's Agreement for the year 2018 in the form attached hereto.

Attest:

Township of Fredon

Joanne Charner, RMC
Municipal Clerk

Mayor

Certification

I, Joanne Charner, Clerk of the Township of Fredon, County of Sussex, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the governing body on January 2, 2018.

Clerk

Witness my hand and seal of the
Township of Fredon
This 2nd day of January, 2018.

TOWNSHIP OF FREDON
RESOLUTION 2018-20

WHEREAS, there exists a need for alcohol and drug testing services; and

WHEREAS, the Township has provided funds for expenditures to support work place alcohol and drug testing programs and policies; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Valley Health Medical Group (Provider) represents compliance with the requirements of Exhibit A, attached and the Provider agrees to comply with the obligations thereof for the duration of this Agreement. The Provider shall execute an Affirmative Action Affidavit in the form prescribed by the State of New Jersey.

WHEREAS, the Mayor and Clerk are authorized to execute the agreement for the year 2018 in the form attached

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Regular Meeting of that body held on January 2, 2018.

Joanne Charner, RMC
Municipal Clerk

**TOWNSHIP OF FREDON
RESOLUTION 2018-21
STATEWIDE INSURANCE FUND
RESOLUTION APPOINTING FUND COMMISSIONER**

WHEREAS, Fredon Township (hereinafter “Local Unit”) is a member of the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Fund’s Bylaws require participating members to appoint a Fund Commissioner;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Fredon that Joanne Charner is hereby appointed as the Fund Commissioner for the Local Unit; and

BE IT FURTHER RESOLVED that Debra Prommel is hereby appointed as the Alternate Fund Commissioner for the Local Unit; and

BE IT FURTHER RESOLVED that the Local Unit’s Fund Commissioner is authorized and directed to execute all such documents as required by the Fund.

Township of Fredon

By: _____
Mayor

ATTEST:

Joanne Charner, RMC
Municipal Clerk

This Resolution agreed to the 2nd day of January, 2018 by a vote of:

___ Affirmative ___ Abstain ___ Negative ___ Absent

**TOWNSHIP OF FREDON
RESOLUTION 2018-22
2018 FUND YEAR
STATEWIDE INSURANCE FUND**

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 2nd day of January 2018, among the Statewide Insurance Fund ("FUND"), a joint insurance fund of the State of New Jersey, Fredon Township ("MEMBER") and The Morville Agency, a division of Gallagher Bollinger, Arthur J. Gallaher & Co. ("CONSULTANT") through a fair and open process, pursuant to N.J.S.A.19:44A-20.4.

WHEREAS, the CONSULTANT has offered to the MEMBER professional risk management consulting services as required by the Bylaws of the FUND; and

WHEREAS, the CONSULTANT has advised the FUND that he/she is familiar with the terms, conditions and operations of the FUND; and

WHEREAS, the MEMBER desires these professional services from the CONSULTANT; and

WHEREAS, the MEMBER has complied with relevant law in regard to the appointment of a Risk Management Consultant; and

WHEREAS, the Bylaws of the FUND require that members engage a CONSULTANT and that the CONSULTANT comply with certain requirements set forth therein.

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - (a) assist in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
 - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
 - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
 - (d) explain to the MEMBER, or its representatives the operation of the FUND.
 - (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
 - (f) review the MEMBER'S assessment and assist in the preparation of the

MEMBER'S insurance budget.

- (g) review losses and engineering reports and provide assistance to the MEMBER'S safety committee, if required.
 - (h) assist in the claims settlement process, if required, by MEMBER or FUND.
 - (i) attend the majority of meetings of the Fund Commissioners or Executive Committee, if requested, and perform such other services as required by the MEMBER or the FUND.
 - (j) comply with the obligations imposed upon Risk Managers in the FUND'S Bylaws.
 - (k) act in good faith and fair dealing to the FUND.
 - (l) perform other duties for the FUND as may be required from time to time by the FUND.
2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
- (a) The CONSULTANT shall be paid by the FUND, on behalf of the MEMBER, a fee as compensation for services rendered. Said fee, an apportionment of the MEMBER'S assessment: 6% of workers' compensation (excluding any fees, PLIGA, and loss ratio apportionment); 7.5% of all lines assessment (excluding any fees, PLIGA, and loss ratio apportionment); and 10% of Selective umbrella assessment (excluding fees, PLIGA and administrative expenses).
 - (b) The CONSULTANT shall be entitled to compensation for services provided during any calendar year only if the CONSULTANT has been appointed and holds the position of Risk Management Consultant, as of January 31 of the said calendar year for counties and municipalities holding general elections and July 30 for municipalities holding regular elections.
 - (c) For any insurance coverages authorized by the MEMBER to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND'S assessment in computing the fee set forth in 2(a).
 - (d) If the MEMBER shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MEMBER a fee at a rate to be negotiated by the parties.
3. The term of this Agreement shall be from **January 1, 2018 to January 1, 2019**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.

4. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.
5. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation establishing compliance within seven (7) days of this Agreement.

ATTEST:

Member Representative

ATTEST:

Risk Management Consultant Corporate Officer

ATTEST:

Statewide Insurance Fund Chairperson

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed by the Fredon Township Committee at a Regular Meeting of that body held on January 2, 2018.

Joanne Charner, RMC
Municipal Clerk

EXHIBIT A

STATEWIDE INSURANCE FUND

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Statewide Insurance Fund, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Statewide Insurance Fund during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

FREDON TOWNSHIP
RESOLUTION 2018-23

WHEREAS, The Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, It is the intent and spirit of Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and expand existing programs; and

WHEREAS, The New Jersey Department of Environmental Protection and Energy is promulgating recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for the 2017 Recycling Tonnage Grant will memorialize the commitment of this municipality to recycling and to indicate the assent of the Fredon Township Committee to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Fredon that Fredon Township hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and Energy and designates Joanne Charner, Municipal Clerk, 443 Route 94, Fredon Township to ensure that the said Application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

Keith Smith, Mayor

CERTIFICATION

I hereby certify the above to be a true copy of a resolution passed by the Fredon Township Committee at a meeting held on January 11, 2018.

Joanne Charner RMC
Municipal Clerk