

**REGULAR MEETING HELD ON WEDNESDAY, JANUARY 27, 2016**  
**6:00 PM**  
**ORDER OF BUSINESS**

**Item**

1. **CALL TO ORDER BY DIRECTOR**
2. **ROLL CALL**
3. **MOMENT OF SILENT PRAYER AND SALUTE TO THE FLAG**
4. **PUBLIC STATEMENT**

"Pursuant to the Open Public Meetings Act, Chapter 231, P.L. 1975 Adequate Notice as defined by Section 3D of Chapter 231, P.L. 1975, has been made by regular mail, such notice being submitted on January 7, 2016 from the Administrative Center of the County of Sussex, located at One Spring Street, Newton, New Jersey to the following:

New Jersey Herald	WSUS Radio
New Jersey Sunday Herald	WNNJ Radio
Star Ledger	

and is also posted on the bulletin board maintained in the Administrative Center for public announcements and has been submitted to the Sussex County Clerk in compliance with said Act."

5. **APPROVAL OF AGENDA**

(voice vote)

6. **PUBLIC HEARINGS**

**7. PROCLAMATIONS/CERTIFICATES/PRESENTATIONS**

A. Proclamations

1. Proclamation designating February 5, 2016 as “National Wear Red Day”.

(voice vote)

B. Presentations

1. Acknowledging the retirement of Louise Giardelli, Human Services Specialist 3, who retired after 30 years with the County; Marie N. Meyers, Employee Benefits Specialist for Employee Services, who retired after 27 years with the County; Lisa E. Rights, Senior Library Assistant at the Library, who retired after 26 years with the County; Brian A. Robbins, County Correction Officer with the Jail, who retired after 25 years with the County; Joan M. Skillin, Registered Environmental Health Specialist, PH, who retired after 26 years with the County; Eric K. Snyder, Director of The Division of Planning, who retired after 13 years with the County; and Edward C. Vealey, Building Maintenance Worker for Facilities Management, who retired after 25 years with the County.

**8. PUBLIC SESSION FROM THE FLOOR**

**(Please note: Everyone is asked to keep their comments to 5 minutes or less)**

**9. FREEHOLDERS’ COMMENTS**

**10. APPROVAL OF CONSENT AGENDA**

A. RESOLUTION RE: PAYMENT OF BILLS

B. RESOLUTION RE: TRANSFER OF APPROPRIATIONS

C. RESOLUTION RE: AUTHORIZING THE RETENTION AND COMPENSATION OF LANDMARK I APPRAISAL, LLC IN CONNECTION WITH THE ACQUISITION OF DEVELOPMENT RIGHTS FOR THE MULVANEY FARM IN HARDYSTON TOWNSHIP FOR 2016 COUNTY FUNDING

- D. RESOLUTION RE: AUTHORIZING THE RETENTION AND COMPENSATION OF APPRAISAL SERVICES OF NORTH JERSEY IN CONNECTION WITH THE ACQUISITION OF DEVELOPMENT RIGHTS FOR THE MULVANEY FARM IN HARDYSTON TOWNSHIP FOR 2016 COUNTY FUNDING
- E. RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND CLERK TO EXECUTE THE FISCAL YEAR 2016 SUBREGIONAL TRANSPORTATION PLANNING WORK PROGRAM SUBCONTRACT BETWEEN THE COUNTY OF SUSSEX AND THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY
- F. RESOLUTION RE: AWARDING A CONTRACT EXTENSION THROUGH THE COMPETITIVE CONTRACTING PROCESS TO THE CENTER FOR EVALUATION AND COUNSELING FOR COMPREHENSIVE COURT REFERRAL PROGRAM
- G. RESOLUTION RE: AWARDING A CONTRACT EXTENSION THROUGH THE COMPETITIVE CONTRACTING PROCESS TO THE CENTER FOR PREVENTION AND COUNSELING FOR COMPREHENSIVE JUVENILE SUBSTANCE ABUSE TREATMENT PROGRAM
- H. RESOLUTION RE: AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SUSSEX AND THE CENTER FOR PREVENTION AND COUNSELING FOR INTOXICATED DRIVER RESOURCE CENTER (IDRC) EDUCATION AND SCREENING SERVICES WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)
- I. RESOLUTION RE: AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO N.J.D.E.P. FOR THE IMPLEMENTATION OF THE COUNTY ENVIRONMENTAL HEALTH ACT N.J.S.A. 26:3A2-21 ET SEQ. FOR FISCAL YEAR JULY 1, 2015 THROUGH JUNE 30, 2016 FOR THE DEPARTMENT OF ENVIRONMENTAL AND PUBLIC HEALTH SERVICES AND FURTHER AUTHORIZING THE ENTRY INTO INTERAGENCY AGREEMENTS BETWEEN THE COUNTY OF SUSSEX AND N.J.D.E.P. COVERING THE PROVISIONS OF ENVIRONMENTAL HEALTH SERVICES

- J. RESOLUTION RE: AUTHORIZATION FOR THE BOARD OF CHOSEN FREEHOLDERS TO EXECUTE BUDGET REVISION #1 OF CONTRACT # DFHS16CCC005 WITH THE NJ DEPARTMENT OF HEALTH FOR THE ENHANCED IMPLEMENTATION OF THE NJ OFFICE OF CANCER CONTROL AND PREVENTION ACTIVITIES PROJECT FOR THE CONTRACT PERIOD OF JULY 1, 2015 TO JUNE 30, 2016
- K. RESOLUTION RE: APPLICATION FOR PARTICIPATION IN THE DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT GRANT PROGRAM, NEW JERSEY LIBRARIES CAREER CONNECTIONS GRANT FOR UNIFORM CAREER GUIDANCE AND JOB SEARCH ASSISTANCE SERVICES, FROM JANUARY 1- DECEMBER 31, 2016 FOR A TOTAL AMOUNT OF \$50,000.00
- L. RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND CLERK OF THE BOARD TO FILE AND EXECUTE THE LOW INCOME HEATING AND ENERGY ASSISTANCE PROGRAM (LIHEAP) COUNTY WELFARE AGENCY (CWA) ADMINISTRATION GRANT AWARD IN THE AMOUNT OF \$2,781.00 FOR THE PERIOD OF OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016
- M. RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO EXECUTE LETTER OF AGREEMENT FOR FUNDING IN THE AMOUNT OF \$50,000.00 FROM THE MORRIS/SUSSEX/ WARREN EMPLOYMENT AND TRAINING SERVICES NEEDS BASED WORK SUPPORTS PROGRAM FOR THE PROVISION OF TRANSPORTATION SERVICES TO LOW INCOME RESIDENTS FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2016
- N. RESOLUTION RE AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO EXECUTE A CONTRACT FOR CALENDAR YEAR 2016 ON BEHALF OF THE COUNTY OF SUSSEX WITH THE TOWNSHIP OF HARDYSTON FOR THE PROVISION OF TRANSPORTATION SERVICES TO SENIOR CITIZENS AND PEOPLE WITH DISABILITIES WHO RESIDE IN HARDYSTON TOWNSHIP

- O. RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO EXECUTE AN AGREEMENT FOR CALENDAR YEARS 2016, 2017 and 2018 ON BEHALF OF THE COUNTY OF SUSSEX WITH THE TOWNSHIP OF VERNON FOR THE PROVISION OF TRANSPORTATION SERVICES TO SENIOR CITIZENS AND PEOPLE WITH DISABILITIES WHO RESIDE IN VERNON TOWNSHIP
  
- P. RESOLUTION RE: AUTHORIZING THE FREEHOLDER DIRECTOR AND THE CLERK OF THE BOARD OF CHOSEN FREEHOLDERS TO EXECUTE AMENDMENT NUMBER 1 TO THE DEVELOPER'S AGREEMENT DATED OCTOBER 28, 2015, MADE BETWEEN THE COUNTY, BOROUGH OF HOPATCONG AND GREENTREE AT HOPATCONG, LLC - THE DEVELOPER OF BLOCK 30707 LOTS 2 & 3, WITH FRONTAGE, ALONG A PORTION OF COUNTY ROUTE 607 (a/k/a RIVER STYX ROAD) IN THE BOROUGH OF HOPATCONG
  
- Q. RESOLUTION RE: AUTHORIZING THE ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH A. MATTHEW BOXER AND LOWENSTEIN SANDLER, LLP FOR THE PROVIDING OF SPECIAL COUNSEL SERVICES IN THE REVIEW OF THE SUSSEX COUNTY RENEWABLE ENERGY PROGRAM, WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)
  
- R. RESOLUTION RE: ADOPTION OF A TEMPORARY CAPITAL BUDGET FOR 2016

**The Board of Chosen Freeholders of the County of Sussex has reviewed the Consent Agenda consisting of various proposed Resolutions and determined that adoption of the said Resolutions is in and will further the public interest.**

(roll call vote)

## 11. APPROVAL OF MINUTES

Reorganization Meeting - January 4, 2016

(voice vote)

**12. APPOINTMENTS AND/OR RESIGNATIONS**

A. Appointments

1. RESOLUTION RE: APPOINTING FUND COMMISSIONER
2. RESOLUTION RE: APPOINTING RISK MANAGEMENT CONSULTANT

(voice vote)

B. Resignations

1. E-mail received from Michelle Mezger informing the Board that Ed Vander Berg resigned from the Uniform Construction Board of Appeals effective January 10, 2016.

**13. RESOLUTION**

**14. AWARDS OF CONTRACTS/CHANGE ORDERS/BIDS**

A. Change Orders

1. RESOLUTION RE: AWARD OF CHANGE ORDER NO. 1 - FINAL TO A CONTRACT BETWEEN THE COUNTY OF SUSSEX AND SCHIFANO CONSTRUCTION CORP. FOR THE "2014 SUSSEX COUNTY ROAD RESURFACING PROGRAM"

(roll call vote)

**15. FINANCIAL**

**16. PERSONNEL**

A. Personnel Agenda

(voice vote)

**17. ADMINISTRATIVE REPORT**

A. Other

**18. COUNTY COUNSEL**

- A. Capital Projects
- B. Litigation
- C. Contract
- D. Other Matters

**19. UNFINISHED BUSINESS**

**20. NEW BUSINESS**

**21. PUBLIC SESSION FROM THE FLOOR**

**(Please note: Everyone is asked to keep their comments to 5 minutes or less)**

**22. EXECUTIVE SESSION – (Closed Session – If Necessary)**

**RESOLUTION RE: PROVIDING FOR AN EXECUTIVE (CLOSED) SESSION NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 10:4-12 ET SEQ.**

**WHEREAS**, the subject matter(s) about to be discussed may be excluded from the public portion of the meeting by Resolution of the Board of Chosen Freeholders as an exception to the “Open Public Meetings Act” pursuant to N.J.S.A. 10:4-12 (b); and

**WHEREAS**, it appears necessary for the Board of Chosen Freeholders to discuss such matter(s) in Executive Session.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Sussex, in accordance with the provisions of N.J.S.A. 10:4-12(b) and N.J.S.A. 10:4-13 that the Board at this time enter into an Executive Session from which the public shall be excluded; and

**BE IT FURTHER RESOLVED**, that the general nature of the subject(s) to be discussed relate to the following item(s) authorized by N.J.S.A. 10:4-12(b) as designated below:

- \_\_\_\_\_ (1) **Matters Required by Law to be Confidential:**
- \_\_\_\_\_ (2) **Matters Where the Release of Information Would Impair the Right to Receive Funds:**
- \_\_\_\_\_ (3) **Matters Involving Individual Privacy:**
- \_\_\_\_\_ (4) **Matters Relating to Collective Bargaining Agreements:**
- \_\_\_\_\_ (5) **Matters Relating to the Purchase, Lease of Acquisition of Real Property or the Investment of Public Funds:**
- \_\_\_\_\_ (6) **Matters Relating to Public Safety and Property:**
- \_\_\_\_\_ (7) **Matters Relating to Litigation, Negotiations and the Attorney Client Privilege:**
- \_\_\_\_\_ (8) **Matters Relating to the Employment Relationship:**
- \_\_\_\_\_ (9) **Matters Relating to the Potential Imposition of a Penalty:**

**BE IT FURTHER RESOLVED** that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Sussex County Board of Chosen Freeholders or provided by law that the public interest will no longer be served by such confidentiality; and

**BE IT FURTHER RESOLVED** that upon completion of the business for which the Board has entered into the Executive Session, the Board shall reconvene and resume its meeting open to the public.

**23. REMINDERS**

Wednesday                      February 10, 2016    Regular Meeting – 5 PM

**24. ADJOURNMENT**

(voice vote)

**RESOLUTION RE: AUTHORIZING THE RETENTION AND COMPENSATION OF LANDMARK I APPRAISAL, LLC IN CONNECTION WITH THE ACQUISITION OF DEVELOPMENT RIGHTS FOR THE MULVANEY FARM IN HARDYSTON TOWNSHIP FOR 2016 COUNTY FUNDING**

**WHEREAS**, the Board of Chosen Freeholders has previously established by Resolution the Sussex County Agriculture Development Board to develop a Farmland Preservation Program for the County of Sussex in accordance with the provisions of the Agricultural Retention and Development Act and the rules, regulations and guidelines implementing same; and

**WHEREAS**, one fundamental element in the Sussex County Farmland Preservation Program is the preservation of farmland within the County for agricultural and horticultural purposes for future generations via the purchase of development rights in perpetuity of the appropriate tracts of farmland within the County; and

**WHEREAS**, the Sussex County Agriculture Development Board has entered into negotiations with Thomas Mulvaney, pursuant to which it may acquire the development rights for farmland located within the Township of Hardyston for the consideration stated in said negotiations, which lands are designated and shown on the official Tax Record of the Township of Hardyston as follows:

Farm #1: Thomas Mulvaney  
Hardyston Township  
Block 74, Lots 7.05, 7.06 and 7.07  
Acres: 55 +/- acres gross; 54 +/- acres net  
Exceptions: 1 – 1 acre non severable

**WHEREAS**, the Agricultural Retention and Development Act requires that prior to exercising the option and consummating acquisition of the said development rights, the County Agriculture Development Board must obtain appraisals as to the value of said development rights from two independent appraisers chosen from a listing of approved appraisers prepared by the State Agriculture Development Committee; and

**WHEREAS**, a request has been made by the County Agriculture Development Board to the Board of Chosen Freeholders for authority to retain Landmark I Appraisal, LLC in connection with the purchase of the Thomas Mulvaney farm's development rights, the cost of said appraisal to be borne by the County; and

**WHEREAS**, Robert G. Cooper is licensed by the State of New Jersey and has specialized training and expertise in the field and is recognized by the State Agriculture Development Committee and has agreed to perform said services at a cost of \$1,375.00, which will include a complete appraisal of the aforementioned farm; and

**WHEREAS**, the furnishing of "Professional Services" are exempt from competitive bidding pursuant to N.J.S.A. 40A:11-5(1)(a); and

**WHEREAS**, the funds necessary to satisfy said services have been certified as available by the County Treasurer; and

**WHEREAS**, the Local Public Contracts Law N.J.S.A. 40A:11-5(a) requires that the Resolution authorizing the award of Agreements for "Professional Services" without competitive bids and the Agreement itself must be available for public inspection; and

**WHEREAS**, acquisition of the development rights of the Thomas Mulvaney farm will advance the laudable purposes of a County Farmland Preservation Program in furtherance of the public interest.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Sussex, as follows:

1. That the Freeholder Director and the Clerk of the Board of Chosen Freeholders be and are hereby authorized and directed to execute the attached Agreement for the services of Landmark I Appraisal, LLC, in the amount of \$1,375.00, for the purpose of obtaining an appraisal as to the value of the development rights for certain farmland commonly known as the Thomas Mulvaney farm in Hardyston Township pursuant to the terms and conditions of the Professional Services Agreement, copies of which are attached hereto and made a part hereof.
2. The Agreement is awarded without competitive bidding as a "Professional Services" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services rendered or to be performed by Robert G. Cooper are those regulated and authorized by law as a recognizable profession.
3. A Notice of this Resolution shall be published once in the official newspaper of the County of Sussex within ten (10) days after its adoption.

**BE IT FUTHER RESOLVED** that certified copies of this Resolution and Agreement shall be forwarded to Landmark I Appraisal, LLC, Attn: Robert G. Cooper, 555 East Main St., Chester, New Jersey; and a copy is available in On-Base.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
On the 27th day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

THIS AGREEMENT made this 27<sup>th</sup> day of January, 2016 between the County of Sussex, a body politic and corporate of the State of New Jersey, hereinafter designated as the "County" having its principle office located at the County Administrative Center, One Spring Street, Newton, New Jersey, 07860 and Landmark I Appraisal, LLC, a licensed real estate appraiser of the State of New Jersey having his principal office at 555 East Main St., Chester, New Jersey, 07930; and hereinafter designated as the "Appraiser"; and

**WHEREAS**, the County, by and through its Agriculture Development Board, is desirous of retaining recognized appraisers (as defined by N.J.S.A. 4:1C-31 (c), to perform services contemplated by the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq. and by regulations adopted thereunder, N.J.A.C. 2:76-6 et seq.; and

**WHEREAS**, the Appraiser is licensed by the State of New Jersey and is a member of one or more recognized organizations of real estate appraisers, and is in all other respects fully qualified to perform the services hereinafter described and required by the State Agriculture Development Committee; and

**WHEREAS**, the Appraiser has familiarized himself with the purposes and requirements of the said Act and Regulations, and is fully cognizant of the purposes to which the appraisals to be prepared under this Agreement shall be put by the County; and

**WHEREAS**, the County wishes to engage the Appraiser to perform the services contemplated by this Agreement and the Appraiser wishes to perform same.

**NOW, THEREFORE, BE IT RESOLVED** in consideration of the mutual promises, covenants and conditions contained in this Agreement, the parties agree to perform and to be responsible to each other as follows:

1. The Appraiser will appraise and deliver to the Sussex County Agriculture Development Board, whose current business address is Sussex County Administrative Center, Dept. of Engineering, Div. of Planning, One Spring Street, Newton, New Jersey, 07860, written appraisal(s) of such parcel(s) of land, block(s) or lot(s), or portions thereof, as shall be set forth and otherwise described in Exhibit "A" attached hereto, and of such further parcel(s), block(s), lot(s), or portions of same as shall be set forth in written requests for appraisals which may be transmitted to Appraiser by the said Agriculture Development Board from time to time.
2. The appraisal(s) shall commence on the date of the within Agreement, as annexed hereto, and initialed by both parties to the within Agreement as in Exhibit "A".

3. The appraisal(s) will be delivered to the Sussex County Agriculture Development Board by the Appraiser within sixty (60) days of the date of the within Agreement, as annexed hereto and initialed by both parties to the within Agreement in Exhibit "A".
4. The appraisal(s) shall conform in all respects with the requirements of the said Act, and shall determine the current overall value of the parcel for non-agricultural purposes, as well as the current market value of the parcel for agricultural purposes, pursuant to the requirements of N.J.S.A. 4:1C-11, et seq. (the Act), with particular reference to N.J.S.A. 4:1C-31.c, and in accordance with the Regulations promulgated at N.J.A.C. 2:76-6 et seq. as such Act and regulations may be amended from time to time.
5. Appraiser represents that he shall be fully familiar with the requirements of the Act and the Regulations, and will perform all work in strict accordance with same, and the resulting written appraisal(s) will be suitable for use pursuant to the Act. In the event the provisions of the Act or the Regulations are modified subsequent to the submission of any such appraisal(s), upon request Appraiser shall modify or supplement his appraisal(s) in accordance with such modification. Upon request, Appraiser shall further modify or supplement his appraisal(s) to take into account any change of circumstances, including but not limited to zoning, development or other natural or legal change, as may have an impact upon the said current overall value or agricultural market value, or both, as the case may be.
6. In the event Appraiser is for any reason unable or unwilling to commence any appraisal pursuant to the terms of the within Agreement, he shall notify the Sussex County Agriculture Development Board within five (5) days of the date of the within Agreement.
7. The appraisal(s) shall also be completed in accordance with the standards and techniques normally utilized by competent real estate appraisers. The appraisal(s) shall also comply with the standards set forth in a booklet known as the "New Jersey Farmland Preservation Appraiser Handbook," as same may be modified or supplemented from time to time, and Appraiser warrants that he has or shall familiarize himself with the contents of the said Handbook, issued by the New Jersey State Agriculture Development Committee.

8. The Appraiser has been made aware of the time constraints affecting the option to purchase the development rights for the properties to be appraised pursuant to this Agreement as more particularly identified in Exhibit A annexed hereto. In line with those constraints, time is hereby declared to be of the essence expecting any appraisal to be complete in accordance with the terms of this Agreement. In the event any such appraisal is not completed on or before the last day such appraisal shall be due in accordance with Paragraph 3 above. The fee to be paid to the appraiser shall therefore be reduced by \$100.00 for each day which shall elapse said due date until the appraisal shall be received in accordance with Paragraph 1, above. Should any such appraisal not be received within seven days after the said due date therefore the County shall, at its sole discretion, have the right to terminate this Agreement with respect to that appraisal. In the event of such termination no consideration shall be paid to appraiser for that appraisal. In the absence of a receipt for such delivery the decision of the Sussex County Agriculture Development Board respecting the day on which each such an appraisal has been received shall be final.
9. The County shall pay to the Appraiser the sum of \$1,375.00 for one appraisal completed under this Agreement. The County shall deduct the sum of \$100.00 for each day the appraisal shall be delivered past the said due date as set forth in Paragraph 8 above and the County reserves the right to make any deduction or terminate the Agreement, where warranted, under the terms of Paragraph 8 above. A separate voucher shall be submitted to the County Agriculture Development Board for the completed appraisal, detailing the dates and hours expended on the appraisal. Such vouchers shall be processed by the County and paid by the County in the normal course of business, provided the appraisal report has been submitted directly to the New Jersey State Agriculture Development Committee for review and found to be acceptable for use pursuant to the aforementioned Agriculture Retention and Development Act, N.J.S.A. 4:1c-11 et seq. and regulations adopted thereunder.
10. Three color copies of the appraisal shall be furnished to the Sussex County Agriculture Development Board as aforesaid plus an electronic version of said appraisal. Vouchers shall accompany each appraisal. The Appraiser shall maintain adequate books and records indicating the services performed for the County, and will retain same for a period of six (6) years after completion of each appraisal, and will make them available to the County or its officials for inspection upon reasonable request during that period.
11. The services called for in the within this Agreement require the personal attention of the Appraiser, and the Appraiser shall not assign any portion of their duties or any interest in the within Agreement without prior written consent of the County.

12. The Appraiser warrants and represents that he is licensed by the State of New Jersey and is a member of a recognized organization of real estate appraisers, and is fully qualified to undertake the work contemplated by the within this Agreement.
13. The Appraiser warrants and represents the truth and accuracy of all the promises, representations and agreements in the within Agreement. The Appraiser understands that the County relies upon the truth and accuracy of the information supplied by him herein.

14. **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27  
MANDATORY LANGUAGE FOR GOODS AND SERVICES, INCLUDING  
PROFESSIONAL SERVICES  
BID SPECIFICATIONS AND CONTRACTS**

**(Revised April 2005)**

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;
- ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

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, affectional or sexual orientation or sex. Except with respect to 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, affectional or sexual orientation or sex. Such action shall include, but not 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, affectional or sexual orientation or sex.

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 places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**IN WITNESS HEREOF**, the Appraiser has executed the within Agreement personally, and the County through its authorized corporate representatives:

**THE COUNTY OF SUSSEX**, acting by and through its Board of Chosen Freeholders

ATTEST:

\_\_\_\_\_  
Catherine M. Williams, Clerk  
Board of Chosen Freeholders

\_\_\_\_\_  
George F. Graham, Freeholder Director

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Robert G. Cooper  
Landmark I Appraisal, LLC

EXHIBIT "A"

Appraisal of the property listed below shall commence on February 8, 2016 and shall be conducted by Landmark I Appraisal, LLC. The cost of the appraisal is \$1,375.00.

Thomas Mulvaney  
Hardyston Township  
Block 74, Lots 7.05, 7.06, and 7.07

\_\_\_\_\_ initialed by  
George F. Graham, Director  
Sussex County Board of Chosen Freeholders

\_\_\_\_\_ initialed by  
Appraiser

**CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF AN AGREEMENT**

I, ROBERT J. MAIKIS, JR., TREASURER, COUNTY OF SUSSEX, HEREBY CERTIFY TO THE CLERK OF BOARD OF CHOSEN FREEHOLDERS THAT THERE ARE SUFFICIENT FUNDS IN THE BUDGET APPROPRIATION(S) ENTITLED

FARMLAND PRESERVATION  
TRUST ACCOUNT: COUNTY/MUNICIPAL/OPEN SPACE,  
RECREATIONAL, FARMLAND TRUST FUND

FOR AWARDING OF AN AGREEMENT FOR:

To provide appraisal services in connection with the development rights of the Thomas Mulvaney farm.

AMOUNT NOT TO EXCEED: \$1,375.00

TO: Landmark I Appraisal, LLC  
Attn: Robert G. Cooper  
555 East Main St.  
Chester, New Jersey 07930

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ROBERT J. MAIKIS, JR., TREASURER

DATED: January 27, 2016

## NOTICE OF CONTRACT AWARD

The Sussex County Board of Chosen Freeholders has awarded a contract without competitive bidding as a "Professional Service" pursuant to N.J.S.A. 40A:11-5(1)(a). This Resolution and the Agreement acting as the contract authorizing it are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders of the County of Sussex.

Awarded to: Landmark I Appraisal, LLC  
Attn: Robert G. Cooper  
555 East Main St.  
Chester, New Jersey 07930

Services: To provide appraisal services in connection with the development rights of the Thomas Mulvaney farm.

Cost: \$1,375.00

Time Period: Within sixty (60) days of acceptance hereof.

Dated: January 27, 2016

**BY ORDER OF THE BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF SUSSEX**

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**Catherine M. Williams, Clerk**

**RESOLUTION RE: AUTHORIZING THE RETENTION AND COMPENSATION  
OF APPRAISAL SERVICES OF NORTH JERSEY IN  
CONNECTION WITH THE ACQUISITION OF  
DEVELOPMENT RIGHTS FOR THE MULVANEY FARM IN  
HARDYSTON TOWNSHIP FOR 2016 COUNTY FUNDING**

**WHEREAS**, the Board of Chosen Freeholders has previously established by Resolution the Sussex County Agriculture Development Board to develop a Farmland Preservation Program for the County of Sussex in accordance with the provisions of the Agricultural Retention and Development Act and the rules, regulations and guidelines implementing same; and

**WHEREAS**, one fundamental element in the Sussex County Farmland Preservation Program is the preservation of farmland within the County for agricultural and horticultural purposes for future generations via the purchase of development rights in perpetuity of the appropriate tracts of farmland within the County; and

**WHEREAS**, the Sussex County Agriculture Development Board has entered into negotiations with Thomas Mulvaney, pursuant to which it may acquire the development rights for farmland located within the Township of Hardyston for the consideration stated in said negotiations, which lands are designated and shown on the official Tax Record of the Township of Hardyston as follows:

Farm #1:     Thomas Mulvaney  
                  Hardyston Township  
                  Block 74, Lots 7.05, 7.06 and 7.07  
                  Acres: 55 +/- acres gross; 54 +/- acres net  
                  Exceptions: 1 – 1 acre non severable

**WHEREAS**, the Agricultural Retention and Development Act requires that prior to exercising the option and consummating acquisition of the said development rights, the County Agriculture Development Board must obtain appraisals as to the value of said development rights from two independent appraisers chosen from a listing of approved appraisers prepared by the State Agriculture Development Committee; and

**WHEREAS**, a request has been made by the County Agriculture Development Board to the Board of Chosen Freeholders for authority to retain Appraisal Services of North Jersey in connection with the purchase of the Thomas Mulvaney farm's development rights, the cost of said appraisal to be borne by the County; and

**WHEREAS**, Ron Rebish is licensed by the State of New Jersey and has specialized training and expertise in the field and is recognized by the State Agriculture Development Committee and has agreed to perform said services at a cost of \$1,550.00, which will include a complete appraisal of the aforementioned farm; and

**WHEREAS**, the furnishing of "Professional Services" are exempt from competitive bidding pursuant to N.J.S.A. 40A:11-5(1) (a); and

**WHEREAS**, the funds necessary to satisfy said services have been certified as available by the County Treasurer; and

**WHEREAS**, the Local Public Contracts Law N.J.S.A. 40A:11-5(a) requires that the Resolution authorizing the award of Agreements for "Professional Services" without competitive bids and the Agreement itself must be available for public inspection; and

**WHEREAS**, acquisition of the development rights of the Thomas Mulvaney farm will advance the laudable purposes of a County Farmland Preservation Program in furtherance of the public interest.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Sussex, as follows:

1. That the Freeholder Director and the Clerk of the Board of Chosen Freeholders be and are hereby authorized and directed to execute the attached Agreement for the services of Appraisal Services of North Jersey, in the amount of \$1,550.00, for the purpose of obtaining an appraisal as to the value of the development rights for certain farmland commonly known as the Thomas Mulvaney farm in Hardyston Township pursuant to the terms and conditions of the Professional Services Agreement, copies of which are attached hereto and made a part hereof.
2. The Agreement is awarded without competitive bidding as a "Professional Services" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services rendered or to be performed by Ronald Rebish are those regulated and authorized by law as a recognizable profession.
3. A Notice of this Resolution shall be published once in the official newspaper of the County of Sussex within ten (10) days after its adoption.

**BE IT FUTHER RESOLVED** that certified copies of this Resolution and Agreement shall be forwarded to Appraisal Services of North Jersey, Attn: Ron Rebish, 915 Hamburg Turnpike, Wayne, New Jersey, 07470; and a copy is available in On-Base.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
On the 27th day of January, 2016.

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Catherine Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

THIS AGREEMENT made this 27<sup>th</sup> day of January, 2016 between the County of Sussex, a body politic and corporate of the State of New Jersey, hereinafter designated as the "County" having its principle office located at the County Administrative Center, One Spring Street, Newton, New Jersey, 07860 and Appraisal Services of North Jersey, a licensed real estate appraiser of the State of New Jersey having his principal office at 915 Hamburg Turnpike, Wayne, New Jersey, 07470; and hereinafter designated as the "Appraiser"; and

**WHEREAS**, the County, by and through its Agriculture Development Board, is desirous of retaining recognized appraisers (as defined by N.J.S.A. 4:1C-31 (c), to perform services contemplated by the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq. and by regulations adopted thereunder, N.J.A.C. 2:76-6 et seq.; and

**WHEREAS**, the Appraiser is licensed by the State of New Jersey and is a member of one or more recognized organizations of real estate appraisers, and is in all other respects fully qualified to perform the services hereinafter described and required by the State Agriculture Development Committee; and

**WHEREAS**, the Appraiser has familiarized himself with the purposes and requirements of the said Act and Regulations, and is fully cognizant of the purposes to which the appraisals to be prepared under this Agreement shall be put by the County; and

**WHEREAS**, the County wishes to engage the Appraiser to perform the services contemplated by this Agreement and the Appraiser wishes to perform same.

**NOW, THEREFORE, BE IT RESOLVED** in consideration of the mutual promises, covenants and conditions contained in this Agreement, the parties agree to perform and to be responsible to each other as follows:

1. The Appraiser will appraise and deliver to the Sussex County Agriculture Development Board, whose current business address is Sussex County Administrative Center, Dept. of Engineering, Div. of Planning, One Spring Street, Newton, New Jersey, 07860, written appraisal(s) of such parcel(s) of land, block(s) or lot(s), or portions thereof, as shall be set forth and otherwise described in Exhibit "A" attached hereto, and of such further parcel(s), block(s), lot(s), or portions of same as shall be set forth in written requests for appraisals which may be transmitted to Appraiser by the said Agriculture Development Board from time to time.
2. The appraisal(s) shall commence on the date of the within Agreement, as annexed hereto, and initialed by both parties to the within Agreement as in Exhibit "A".

3. The appraisal(s) will be delivered to the Sussex County Agriculture Development Board by the Appraiser within sixty (60) days of the date of the within Agreement, as annexed hereto and initialed by both parties to the within Agreement in Exhibit "A".
4. The appraisal(s) shall conform in all respects with the requirements of the said Act, and shall determine the current overall value of the parcel for non-agricultural purposes, as well as the current market value of the parcel for agricultural purposes, pursuant to the requirements of N.J.S.A. 4:1C-11, et seq. (the Act), with particular reference to N.J.S.A. 4:1C-31.c, and in accordance with the Regulations promulgated at N.J.A.C. 2:76-6 et seq. as such Act and regulations may be amended from time to time.
5. Appraiser represents that he shall be fully familiar with the requirements of the Act and the Regulations, and will perform all work in strict accordance with same, and the resulting written appraisal(s) will be suitable for use pursuant to the Act. In the event the provisions of the Act or the Regulations are modified subsequent to the submission of any such appraisal(s), upon request Appraiser shall modify or supplement his appraisal(s) in accordance with such modification. Upon request Appraiser shall further modify or supplement his appraisal(s) to take into account any change of circumstances, including but not limited to zoning, development or other natural or legal change, as may have an impact upon the said current overall value or agricultural market value, or both, as the case may be.
6. In the event Appraiser is for any reason unable or unwilling to commence any appraisal pursuant to the terms of the within Agreement, he shall notify the Sussex County Agriculture Development Board within five (5) days of the date of the within Agreement.
7. The appraisal(s) shall also be completed in accordance with the standards and techniques normally utilized by competent real estate appraisers. The appraisal(s) shall also comply with the standards set forth in a booklet known as the "New Jersey Farmland Preservation Appraiser Handbook," as same may be modified or supplemented from time to time, and Appraiser warrants that he has or shall familiarize himself with the contents of the said Handbook, issued by the New Jersey State Agriculture Development Committee.

8. The Appraiser has been made aware of the time constraints affecting the option to purchase the development rights for the properties to be appraised pursuant to this Agreement as more particularly identified in Exhibit A annexed hereto. In line with those constraints, time is hereby declared to be of the essence expecting any appraisal to be complete in accordance with the terms of this Agreement. In the event any such appraisal is not completed on or before the last day such appraisal shall be due in accordance with Paragraph 3 above. The fee to be paid to the appraiser shall therefore be reduced by \$100.00 for each day which shall elapse said due date until the appraisal shall be received in accordance with Paragraph 1, above. Should any such appraisal not be received within seven days after the said due date therefore the County shall, at its sole discretion, have the right to terminate this Agreement with respect to that appraisal. In the event of such termination no consideration shall be paid to appraiser for that appraisal. In the absence of a receipt for such delivery the decision of the Sussex County Agriculture Development Board respecting the day on which each such an appraisal has been received shall be final.
9. The County shall pay to the Appraiser the sum of \$1,550.00 for one appraisal completed under this Agreement. The County shall deduct the sum of \$100.00 for each day the appraisal shall be delivered past the said due date as set forth in Paragraph 8 above and the County reserves the right to make any deduction or terminate the Agreement, where warranted, under the terms of Paragraph 8 above. A separate voucher shall be submitted to the County Agriculture Development Board for the completed appraisal, detailing the dates and hours expended on the appraisal. Such vouchers shall be processed by the County and paid by the County in the normal course of business, provided the appraisal report has been submitted directly to the New Jersey State Agriculture Development Committee for review and found to be acceptable for use pursuant to the aforementioned Agriculture Retention and Development Act, N.J.S.A. 4:1c-11 et seq. and regulations adopted thereunder.
10. Three color copies of the appraisal shall be furnished to the Sussex County Agriculture Development Board as aforesaid plus an electronic version of said appraisal. Vouchers shall accompany each appraisal. The Appraiser shall maintain adequate books and records indicating the services performed for the County, and will retain same for a period of six (6) years after completion of each appraisal, and will make them available to the County or its officials for inspection upon reasonable request during that period.
11. The services called for in the within this Agreement require the personal attention of the Appraiser, and the Appraiser shall not assign any portion of their duties or any interest in the within Agreement without prior written consent of the County.

12. The Appraiser warrants and represents that he is licensed by the State of New Jersey and is a member of a recognized organization of real estate appraisers, and is fully qualified to undertake the work contemplated by the within this Agreement.
13. The Appraiser warrants and represents the truth and accuracy of all the promises, representations and agreements in the within Agreement. The Appraiser understands that the County relies upon the truth and accuracy of the information supplied by him herein.

14. **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27  
MANDATORY LANGUAGE FOR GOODS AND SERVICES, INCLUDING  
PROFESSIONAL SERVICES  
BID SPECIFICATIONS AND CONTRACTS**

**(Revised April 2005)**

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;
- ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

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, affectional or sexual orientation or sex. Except with respect to 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, affectional or sexual orientation or sex. Such action shall include, but not 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, affectional or sexual orientation or sex.

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 places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**IN WITNESS HEREOF**, the Appraiser has executed the within Agreement personally, and the County through its authorized corporate representatives:

**THE COUNTY OF SUSSEX**, acting by and through its Board of Chosen Freeholders

ATTEST:

\_\_\_\_\_  
Catherine M. Williams, Clerk  
Board of Chosen Freeholders

\_\_\_\_\_  
George F. Graham, Freeholder Director

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Ron Rebish  
Appraisal Services of North Jersey

EXHIBIT "A"

Appraisal of the property listed below shall commence on February 8, 2016 and shall be conducted by Appraisal Services of North Jersey. The cost of the appraisal is \$1,550.00.

Thomas Mulvaney  
Hardyston Township  
Block 74, Lots 7.05, 7.06, and 7.07

\_\_\_\_\_ initialed by  
George F. Graham, Director  
Sussex County Board of Chosen Freeholders

\_\_\_\_\_ initialed by  
Appraiser

**CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF AN AGREEMENT**

I, ROBERT J. MAIKIS, JR., TREASURER, COUNTY OF SUSSEX, HEREBY CERTIFY TO THE CLERK, BOARD OF CHOSEN FREEHOLDERS THAT THERE ARE SUFFICIENT FUNDS IN THE BUDGET APPROPRIATION(S) ENTITLED

FARMLAND PRESERVATION  
TRUST ACCOUNT: COUNTY/MUNICIPAL/OPEN SPACE,  
RECREATIONAL, FARMLAND TRUST FUND

FOR AWARDING OF AN AGREEMENT FOR:

To provide appraisal services in connection with the development rights of the Thomas Mulvaney farm.

AMOUNT NOT TO EXCEED: \$1,550.00

TO: Appraisal Services of North Jersey  
Attn: Ron Rebish  
915 Hamburg Turnpike  
Wayne, New Jersey 07470

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ROBERT J. MAIKIS, JR. TREASURER

DATED: January 27, 2016

## NOTICE OF CONTRACT AWARD

The Sussex County Board of Chosen Freeholders has awarded a contract without competitive bidding as a "Professional Service" pursuant to N.J.S.A. 40A:11-5(1)(a). This Resolution and the Agreement acting as the contract authorizing it are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders of the County of Sussex.

Awarded to: Appraisal Services of North Jersey  
Attn: Ron Rebish  
915 Hamburg Turnpike  
Wayne, New Jersey 07470

Services: To provide appraisal services in connection with the development rights of the Thomas Mulvaney farm.

Cost: \$1,550.00

Time Period: Within sixty (60) days of acceptance hereof.

Dated: January 27, 2016

**BY ORDER OF THE BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF SUSSEX**

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**Catherine M. Williams, Clerk**

**RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER  
DIRECTOR AND CLERK TO EXECUTE THE FISCAL  
YEAR 2016 SUBREGIONAL TRANSPORTATION  
PLANNING WORK PROGRAM SUBCONTRACT  
BETWEEN THE COUNTY OF SUSSEX AND THE NORTH  
JERSEY TRANSPORTATION PLANNING AUTHORITY**

**WHEREAS**, the County of Sussex made application to the North Jersey Transportation Planning Authority, Inc. (NJTPA) for the funding of Fiscal Year 2016 Subregional Transportation Planning (STP) Work Program Activities; and

**WHEREAS**, said Fiscal Year (FY) 2016 Subcontract shall provide \$74,434.00 in Federal Transportation Planning Funds, and \$18,608.50 in Sussex County In-Kind Funds (Local Match) in support of said Subregional Transportation Planning Work Program Activities; and

**WHEREAS**, said Subcontract shall be in effect from July 1, 2015 through June 30, 2016.

**NOW, THEREFORE, BE IT RESOLVED** that the Director and Clerk are hereby authorized and directed to execute the attached Subcontract, funded through the North Jersey Transportation Planning Authority, and the New Jersey Institute of Technology for Fiscal Year 2016 Subregional Transportation Planning for the County of Sussex; and

**BE IT FURTHER RESOLVED** that one signed original certified copy of the Resolution and Subcontract are to be forwarded to the North Jersey Transportation Planning Authority/New Jersey Institute of Technology, One Newark Center, 17<sup>th</sup> Floor, Newark, NJ 07012, Attention: Elizabeth Johnson, Senior Director, Finance and Administration; and a copy is available in On-Base.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
on the 27<sup>th</sup> day of January, 2016

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**RESOLUTION RE: AWARDING A CONTRACT EXTENSION THROUGH THE COMPETITIVE CONTRACTING PROCESS TO THE CENTER FOR EVALUATION AND COUNSELING FOR COMPREHENSIVE COURT REFERRAL PROGRAM**

**WHEREAS**, the 2015 Community Partnership funding for Sussex County residents is available from the New Jersey Juvenile Justice Commission for a Comprehensive Court Referral Program; and

**WHEREAS**, the County of Sussex allocated these funds for a three-year cycle through a Request for Proposal process and proposals were received on November 18, 2014; and

**WHEREAS**, the Sussex County Youth Services Commission has reviewed and determined the best distribution of funds based on the priorities of the Youth Services Plan and said Commission voted on November 19, 2014 to accept the recommendation that the Center for Evaluation and Counseling receive a total of \$149,766.00 in funding in order to provide a Comprehensive Court Referral Program pursuant to the terms and conditions of the Contract, which is attached hereto and made a part hereof; and

**WHEREAS**, the proposal specification allowed for a Contract ending December 31, 2015 with the County reserving the right to extend said Contract for two (2) additional and consecutive one year periods at the rates proposed in the bid proposal; and

**WHEREAS**, the Division of Community and Youth Services wishes to exercise this option and renew this Contract for an additional and consecutive one year period at the rate included in the November 18, 2014 proposal; and

**WHEREAS**, the Sussex County Treasurer has certified that the \$149,766.00 available from the 2016 State Community Partnership funding from the New Jersey Juvenile Justice Commission for a Comprehensive Court Referral Program is subject to the adequate funds being appropriated in the 2016 County budget, as evidenced by the attached Treasurer's Certification.

**NOW, THEREFORE, BE IT RESOLVED** that upon recommendation of the Division of Community and Youth Services, the Sussex Board of Chosen Freeholders does hereby award a Contract Extension in the total amount of \$149,766.00 in Community Partnership funding to the Center for Evaluation and Counseling; and

**BE IT FURTHER RESOLVED** that the Freeholder Director and the Clerk of the Board of Chosen Freeholders are authorized to sign any and all other required documents pertaining thereto; and

**BE IT FURTHER RESOLVED** that the passage of this Resolution shall act as a Contract renewal document for all parties involved; and

**BE IT FURTHER RESOLVED** that this Contract Extension (year two of the three year contract) will be in effect from January 1, 2016 until December 31, 2016 with the County reserving the right to extend said Contract for one (1) additional and consecutive one year periods; and

**BE IT FURTHER RESOLVED** that certified copies of this Resolution, together with copies of the Contract, be forwarded to Margaret Pittaluga, Center for Evaluation and Counseling 191 Woodport Rd., Suite 209, Sparta, NJ 07871; and Safiya Baker, New Jersey Juvenile Justice Commission, PO Box 107, Trenton, NJ 08625-0107; and a copy is available in On-Base.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
on the 27<sup>th</sup> day of January, 2016.

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Catherine Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF A  
CONTRACT

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that this certification is subject to adequate funds being appropriated in the 2016 County budget appropriation(s) entitled:

2016 County Reserve for Grant Funds  
N.J. Juvenile Justice Commission  
Grant # SCP-16-PS-19  
01-213-41-831-15435

For Awarding of a Contract for:

Comprehensive Court Referral Program

Amount not to exceed \$149,776.00

TO: Center for Evaluation and Counseling  
191 Woodport Rd., Suite 209  
Sparta, NJ 07871

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Robert J. Maikis Jr., Treasurer

Dated: January 27, 2016

Requisition # Funding not available at this time.

Resolution Summary  
Authorizing Grant Agreement

**RESOLUTION RE:           AWARDING A CONTRACT EXTENSION THROUGH  
COMPETITIVE CONTRACTING TO THE CENTER FOR  
PREVENTION AND COUNSELING FOR  
COMPREHENSIVE JUVENILE SUBSTANCE ABUSE  
TREATMENT PROGRAM**

**State/Federal (or other) Grantor Agency:** State of New Jersey Juvenile Justice Commission

**County agency originating grant application:** Department of Human Services  
Division of Community and Youth Services

**Description of purpose of grant funds:** Comprehensive court referral services for youth

**Amount of grant funds sought:** \$149,766.00

**County budget match:** None.

**Term of agreement:** January 1, 2016-December 31, 2016

**Will additional staff need to be hired?** No.  
**If so, describe specific duties**

**Is this initial funding or has funding been received in the past?** Funding has been received in the past.

**If funding has been received in prior years:**

**List amount of funding received and County match in last 3 years**

2015 - \$149,766.00, no county match

2014 - \$144,472.00, no county match

2013 - \$153,379.00, no county match

**Is there an expectation that the grant funds will be renewed in future years?**  
Yes.

**Describe impact on organization if grant funds are not renewed:** No support services (e.g., anger management, life skills, positive decision-making) for court-involved or at-risk youth in the county.

**RESOLUTION RE: AWARDING A CONTRACT EXTENSION THROUGH THE COMPETITIVE CONTRACTING PROCESS TO THE CENTER FOR PREVENTION AND COUNSELING FOR COMPREHENSIVE JUVENILE SUBSTANCE ABUSE TREATMENT PROGRAM**

**WHEREAS**, the 2016 Family Court funding for Sussex County residents is available from the New Jersey Juvenile Justice Commission for Substance Abuse Treatment; and

**WHEREAS**, the County of Sussex allocated these funds for a three-year cycle through a Request for Proposal process and proposals were received on November 18, 2014; and

**WHEREAS**, the Sussex County Youth Services Commission has reviewed and determined the best distribution of funds based on the priorities of the Youth Services Plan and said Commission voted on November 29, 2014 to accept the recommendation that the Center for Prevention and Counseling receive a total of \$103,184.00 in funding in order to provide a Substance Abuse Treatment Program pursuant to the terms and conditions of the Contract, which is attached hereto and made a part hereof; and

**WHEREAS**, the proposal specification allowed for a Contract ending December 31, 2015 with the County reserving the right to extend said Contract for two (2) additional and consecutive one year periods at the rates proposed in the bid proposal; and

**WHEREAS**, the Division of Community and Youth Services wishes to exercise this option and renew this Contract for an additional and consecutive one year period at the rate included in the November 18, 2014 proposal; and

**WHEREAS**, the Sussex County Treasurer has certified that the \$103,184.00 is available from the 2016 Family Court funding from the New Jersey Juvenile Justice Commission for a Substance Abuse Treatment Program, as evidenced by the attached Treasurer's Certification.

**NOW, THEREFORE, BE IT RESOLVED** that upon recommendation of the Division of Community and Youth Services, the Sussex Board of Chosen Freeholders does hereby award a Contract Extension in the total amount of \$103,184.00 in Family Court funding to the Center for Prevention and Counseling; and

**BE IT FURTHER RESOLVED** that the Freeholder Director and the Clerk of the Board of Chosen Freeholders are authorized to sign any and all other required documents pertaining thereto; and

**BE IT FURTHER RESOLVED** that the passage of this Resolution shall act as a Contract renewal document for all parties involved; and

**BE IT FURTHER RESOLVED** that this Contract Extension (year two of the three year contract) will be in effect from January 1, 2016 until December 31, 2016 with the County reserving the right to extend said Contract for one (1) additional and consecutive one year periods; and

**BE IT FURTHER RESOLVED** that certified copies of this Resolution, together with copies of the Contract, be forwarded Becky Carlson, Center For Prevention and Counseling, 61 Spring Street, Newton NJ 07860; and Safiya Baker, New Jersey Juvenile Justice Commission, PO Box 107, Trenton, NJ 08625-0107; and a copy is available in On-Base.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
on the 27<sup>th</sup> day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF A CONTRACT**

I, Robert J. Maikis, Jr., Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that this certification is subject to adequate funds being appropriated in the 2016 County budget appropriation(s) entitled:

2016 County Reserve for Grant Funds  
N.J. Juvenile Justice Commission  
Grant # FC-16-19  
01-213-41-831-16435, \$103,184.00

For Awarding of a Contract for:

Adolescent Substance Abuse Treatment Program

Amount not to exceed \$103,184.00

TO: Center for Prevention and Counseling  
61 Spring Street  
Newton, NJ 07860

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Robert J. Maikis, Jr., Treasurer

Dated: January 27, 2016

Requisition # Funding not available at this time.

Resolution Summary  
Authorizing Grant Agreement

**RESOLUTION RE:           AWARDING A CONTRACT EXTENSION THROUGH  
COMPETITIVE CONTRACTING TO THE CENTER FOR  
PREVENTION AND COUNSELING FOR  
COMPREHENSIVE JUVENILE SUBSTANCE ABUSE  
TREATMENT PROGRAM**

**State/Federal (or other) Grantor Agency:** State of New Jersey Juvenile Justice Commission

**County agency originating grant application:** Department of Human Services  
Division of Community and Youth Services

**Description of purpose of grant funds:** Substance abuse treatment services for youth

**Amount of grant funds sought:** \$103,184.00

**County budget match:** None.

**Term of agreement:** January 1, 2016-December 31, 2016

**Will additional staff need to be hired?** No.  
**If so, describe specific duties**

**Is this initial funding or has funding been received in the past?** Funding has been received in the past.

**If funding has been received in prior years:**

**List amount of funding received and County match in last 3 years**

2015 - \$103,184.00, no county match

2014 - \$103,184.00, no county match

2013 - \$104,848.00, no county match

**Is there an expectation that the grant funds will be renewed in future years?**  
Yes.

**Describe impact on organization if grant funds are not renewed:** No substance abuse services for court-involved or at-risk youth in the county.

**RESOLUTION RE: AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SUSSEX AND THE CENTER FOR PREVENTION AND COUNSELING FOR INTOXICATED DRIVER RESOURCE CENTER (IDRC) EDUCATION AND SCREENING SERVICES WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)**

**WHEREAS**, there exists a need to provide education and screening services for the Intoxicated Driver Resource Center (IDRC) as required by N.J.S.A. 39:4-50(f); and

**WHEREAS**, The Center for Prevention and Counseling has agreed to provide said services, with the consideration therefore to be in accordance with the fee schedule contained within the attached Agreement, not to exceed \$24,564.00 for the period of January 1, 2016 through December 31, 2016; and

**WHEREAS**, the funds necessary to pay for the services are subject to the 2016 Current Fund in the IDRC budget appropriation; 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 Service" without competitive bids and the contract itself be available for public inspection; and

**WHEREAS**, Sarah Balzano, Administrator of the Department of Human Services for the County of Sussex, has certified that the value of these services will exceed \$17,500.00, and a copy of the written certification is attached hereto; and

**WHEREAS**, the Business Registration Certification for 2012 for the Center For Prevention and Counseling is attached, and the business entity has not made a contribution that would bar the award of this Agreement, and the business entity will continue to report to the Election Law Enforcement Commission any contribution that would violate the Pay-To-Play Law (N.J.S.A. 19:44A-20.4 et seq.) during the term of this Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Sussex, State of New Jersey, as follows:

1. The Freeholder Director and the Board Clerk are hereby authorized and directed to execute the attached Agreement with The Center for Prevention and Counseling.

2. The Agreement 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 the services rendered are to be performed by The Center For Prevention and Counseling, are those regulated and authorized by law as a recognized profession, and the performance by the professional staff of The Center For Prevention and Counseling requires knowledge of advanced type in the field of learning, namely substance abuse education and assessment, acquired by a prolonged and formalized course of instruction and study as distinguished from general academic instruction or apprenticeship or training.
3. It is hereby directed that a Notice of Award of Contract be published once in the official newspaper of the County of Sussex within ten (10) days after the adoption of this Resolution.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution, along with the Agreement, be forwarded to Becky Carlson, The Center for Prevention and Counseling, 61 Spring Street, Newton, New Jersey 07860; and a copy is available in On-Base.

Certified as a true copy of  
the Resolution adopted by  
the Board of Chosen Freeholders  
on the 27<sup>th</sup> day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**THIS AGREEMENT**, made this 27<sup>th</sup> day of January, 2016, by and between the COUNTY OF SUSSEX, with Administrative Offices at, One Spring Street, Newton, New Jersey 07860, hereinafter referred to as the "County" and The Center for Prevention and Counseling, located at 61 Spring Street, Newton, New Jersey 07860.

W I T N E S S E T H:

**WHEREAS**, the County maintains an Intoxicated Driver Resource Center (IDRC) pursuant to Statute; and

**WHEREAS**, the County desires to effectuate a contract for on-site education and screening services in accordance with the needs of the IDRC; and

**WHEREAS**, The Center for Prevention and Counseling licensed by the State of New Jersey and is staffed with qualified personnel to provide such education and screening services; and

**WHEREAS**, this Agreement has been awarded to The Center for Prevention and Counseling based on its abilities and merits of the Center to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, The Center for Prevention and Counseling does hereby attest that it and, its subsidiaries, assigns or principals controlling in excess of 10% of the entity 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 (1) year period preceding the award of the Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement to any political party committee in Sussex County if a member of that political party is serving in an elective public office of Sussex County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Sussex County when the Agreement is awarded and The Center for Prevention and Counseling shall submit a list of political contributions made by it pursuant to N.J.S.A. 19:44-20.26.

**NOW, THEREFORE**, The Center for Prevention and Counseling does hereby agree with the County to perform the following services for the term as herein set forth for the consideration as stipulated in the Agreement:

The Center for Prevention and Counseling shall perform the educational and screening services for the IDRC. Said services shall consist of:

1. No less than three education facilitators and screeners which will be Elizabeth Hill, LCADC; Kathleen Smith, CADC, and Bill Rust, CADC intern. Each 12 hour class must have a minimum of one LCADC present each day. If

substitute facilitators are needed the alternate staff will be discussed with the IDRC Director prior to the class date.

2. Alternate screeners can be used as substitutes or when additional staff is required with prior notification/discussion with the IDRC Director.
3. Classes will be held on Saturday and Sunday with dates to be determined, and class times will be 9 AM to 3 PM each day. IDRC staff are expected to be onsite from 8:30 to 3:30 each day of the class. As per Title 39:4-50 (1)(i) educators and screeners will ensure that each class participant is detained for not less than six hours on two consecutive days, and written communication will be provided for any participants who do not follow these regulations.
4. Clients that appear intoxicated or under the influence of substances and unable to participate in class will not be allowed to remain in class and will need to reschedule for another class. It will be the facilitators and screener's responsibility to assess clients as they enter each day. If class participants have driven to the facility and appear under the influence, and asked to leave, the facilitator/screener is required to call the police and report the incident. A written statement regarding the incident will also be required for the IDRC Director.
5. The rate per class roster (each 12 hour class) is \$2,047.00. A maximum of 12 class rosters will be held, one class per month depending on availability of space at SCCC. The Intoxicated Driving Program may request additional classes if needed and dates will be coordinated between the IDRC Director and the Administrative/Clinical IDRC supervisor for the education program. Classes cancelled due to weather may need to be rescheduled if possible with an agreed upon date between the IDRC Director and the Education and Screening staff.
6. Screeners will be given access to two computers to enter the information required for each client on the NJ SAMS IDRC component. Screeners will be required to enter all information on the NJ SAMS system.
7. Screeners will follow the referral process as it is written in Chapter 162 of the regulations and screeners will have clients sign all releases required to communicate with a client's treatment provider or private therapist.
8. Class cancellations due to weather will be discussed and arranged with the IDRC Director prior to cancellation and the IDRC Director will post this information on the County phone message system. A rescheduled date will need to be determined between the IDRC Director and the Education and Screening staff as soon as possible.

9. All forms, paperwork, client charts, electronic client data and information are the property of the Sussex County IDRC program. Any additional brochures, educational materials and audiovisual aids will be pre-approved by the IDRC Director. The Center for Prevention and Counseling will abide by and follow the program curriculum approved by the New Jersey Intoxicated Driving Program and any and all program requirements outlined in Chapter 162.
  
10. The Center for Prevention and Counseling and any staff assigned by the Center shall maintain professional liability insurance coverage and shall indemnify and hold harmless the County for any and all claims and damages incurred by the County resulting from the performance of the services provided under this Agreement by The Center for Prevention and Counseling.
  
11. This Agreement shall be in effect from January 1, 2016 through December 31, 2016. Either party may cancel this Agreement upon two (2) months written notice. Proposed modifications to this Agreement shall also require two (2) months written notice to the other party.

**12. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**Exhibit A attached hereto (2 pages)**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

ATTEST:

BOARD OF CHOSEN  
FREEHOLDERS

\_\_\_\_\_  
Catherine M. Williams, Clerk

\_\_\_\_\_  
George F. Graham, Freeholder Director

January 27, 2016

Date:

THE CENTER FOR PREVENTION AND  
COUNSELING

\_\_\_\_\_  
Becky Carlson, Executive Director

Agreement with The Center for Prevention and Counseling for Education and Screening Services for the IDRC Program in the amount of \$24,564.00

Certification of Value

I, Sarah Balzano, Administrator of the Department of Human Services for the County of Sussex, do hereby certify that the contract to be awarded to The Center for Prevention and Counseling, 61 Spring Street, Newton, NJ 07860 will exceed the sum of \$17,500.00 during the 2016 Fiscal Year.

Date: January 27, 2016

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Sarah Balzano, Administrator  
Department of Human Services  
County of Sussex

## NOTICE OF CONTRACT AWARD

The Sussex County Board of Chosen Freeholders has awarded a Contract without competitive bidding as a "Professional Service" pursuant to N.J.S.A. 40A:11-5 (1)(a)(i). The Resolution and the Contract, acting as the contract authorizing it, are available for public inspection in the Office of the Clerk of the Board of Chosen Freeholders of the County of Sussex.

AWARDED TO:	The Center for Prevention and Counseling 61 Spring Street Newton, NJ 07860
SERVICES:	Education and Screening Services for the IDRC Program
COST:	Not to exceed \$24,564.00
TIME PERIOD:	January 1, 2016 to December 31, 2016
DATED:	January 27, 2016

**BY ORDER OF THE BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF SUSSEX**

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**Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex**

**CERTIFICATION RE: BUDGET APPROPRIATION FOR AWARDING OF AGREEMENT**

I, Robert Maikis, Treasurer, County of Sussex, hereby certify to the Clerk, Board of Chosen Freeholders that this certification is subject to adequate funds being appropriated in the 2016 County budget appropriations entitled:

2016 Reserve for State Grant Fund Expenditures  
Intoxicated Driver Resource Center  
Other Expenses – Professional Consulting  
01-213-41-828-16432  
\$24,564.00

For Awarding of an Agreement for:

Education and Screening Services for the IDRC Program,  
from January 1, 2016 to December 31, 2016

Amount not to exceed \$24,564.00.

TO: The Center for Prevention and Counseling  
61 Spring Street  
Newton, NJ 07860

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Robert Maikis, Treasurer

Dated: January 27, 2016

Requisition #

**RESOLUTION RE: AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO N.J.D.E.P. FOR THE IMPLEMENTATION OF THE COUNTY ENVIRONMENTAL HEALTH ACT N.J.S.A. 26:3A2-21 ET SEQ. FOR FISCAL YEAR JULY 1, 2015 THROUGH JUNE 30, 2016 FOR THE DEPARTMENT OF ENVIRONMENTAL AND PUBLIC HEALTH SERVICES AND FURTHER AUTHORIZING THE ENTRY INTO INTERAGENCY AGREEMENTS BETWEEN THE COUNTY OF SUSSEX AND N.J.D.E.P. COVERING THE PROVISIONS OF ENVIRONMENTAL HEALTH SERVICES**

**WHEREAS**, the County Environmental Health Act, N.J.S.A. 26:3A2-21, et seq. declares that the Sussex County Department of Environmental and Public Health Services should be available to provide for the administration of environmental health services consistent with performance standards promulgated by the Department of Environmental Protection to include monitoring and enforcement of environmental health standards; and

**WHEREAS**, the County Environmental Health Act (CEHA) provides that the Commissioner of the Department of Environmental Protection is authorized to make grants to the County Health Departments certified by the Commissioner for the provision of environmental health services, provided the amount of funding does not exceed fifty percent of the cost of the programs funded; and

**WHEREAS**, all such funds may be used for salaries of certain Department of Environmental and Public Health Services' employees and for the purchase of certain equipment, services and supplies for the 2016 Fiscal Year (EN16-028) July 1, 2015 through June 30, 2016, in the amount of \$168,885.00 with matching County funds of \$142,375.00 for the provision of water pollution control programs, hazardous response and investigation programs, noise control programs, air pollution programs, pesticide programs, and solid waste control programs.

**NOW, THEREFORE, BE IT RESOLVED** that the Sussex County Department of Environmental and Public Health Services is hereby authorized to apply for a grant in the amount of \$168,885.00 with a County matching funds of \$142,375.00 plus any additional supplemental amounts which may be disbursed at the Commissioner's discretion through the State of New Jersey Department of Environmental Protection for the Fiscal Year 2016; and

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately; and

**BE IT FURTHER RESOLVED** that George F. Graham, Freeholder Director or his authorized representative is hereby authorized and directed to execute the aforementioned Agreement effective July 1, 2015 through June 30, 2016 to receive funds from the State of New Jersey Department of Environmental Protection; and

**BE IT FURTHER RESOLVED** that two (2) certified copies of this Resolution, together with the three signature pages and Agreement be forwarded Jane Morse, Confidential Assistant, Sussex County Department of Environmental and Public Health Services; and a copy is available in On-Base.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
on the 27<sup>th</sup> day of January, 2016.

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Catherine M. Williams  
Board of Chosen Freeholders  
County of Sussex

## CERTIFICATION

I, **Catherine M. Williams, Clerk to the Board of Chosen Freeholders**, certify that this Resolution was duly adopted by **The Sussex County Board of Chosen Freeholders** at a meeting held on the 27th day of January 2016 that this Resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature.

ATTEST:

\_\_\_\_\_  
John Williams  
County Counsel

\_\_\_\_\_  
Catherine M. Williams  
Clerk, Board of Chosen Freeholders

Date: \_\_\_\_\_

\*Certification must be signed by an official other than the individual authorized to execute the agreement.

Place seal here.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John Williams, County Counsel

Date: \_\_\_\_\_

**RESOLUTION RE: AUTHORIZATION FOR THE BOARD OF CHOSEN FREEHOLDERS TO EXECUTE BUDGET REVISION #1 OF CONTRACT # DFHS16CCC005 WITH THE NJ DEPARTMENT OF HEALTH FOR THE ENHANCED IMPLEMENTATION OF THE NJ OFFICE OF CANCER CONTROL AND PREVENTION ACTIVITIES PROJECT FOR THE CONTRACT PERIOD OF JULY 1, 2015 TO JUNE 30, 2016**

**WHEREAS**, the NJ Department of Health has executed a Contract with the County of Sussex to provide \$130,800 in funding for the Enhanced Implementation of the New Jersey Office of Cancer Control and Prevention Activities Project in Sussex County, which was approved on September 9, 2015 by the Sussex County Board of Chosen Freeholders; and

**WHEREAS**, Budget Revision #1 is necessary to reflect changes in the Budget Categories of Personnel Costs, including Fringes and Salaries/ Wages, and Other Cost Categories including Program Expense and Related Cost; and

**WHEREAS**, Budget Revision #1 neither increases nor decreases the level of funding approved in the Contract.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Sussex hereby authorizes Budget Revision #1 to the current Contract #DFHS16CCC005 with the NJ Department of Health and Senior Services, as delineated in the attachments; and

**BE IT FURTHER RESOLVED** that certified copy of this Resolution with its attachments be forwarded to Jane Morse, Confidential Assistant, Sussex County Department of Environmental and Public Health Services: and a copy placed in ONBASE.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
on the 27<sup>th</sup> day of January 2016. .

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**RESOLUTION RE: APPLICATION FOR PARTICIPATION IN THE  
DEPARTMENT OF LABOR AND WORKFORCE  
DEVELOPMENT GRANT PROGRAM, NEW JERSEY  
LIBRARIES CAREER CONNECTIONS GRANT FOR  
UNIFORM CAREER GUIDANCE AND JOB SEARCH  
ASSISTANCE SERVICES, FROM JANUARY 1-  
DECEMBER 31, 2016 FOR A TOTAL AMOUNT OF  
\$50,000.00**

**WHEREAS**, the Sussex County Board of Chosen Freeholders, under N.J.S.A. 40:33-1 et seq., is empowered to seek additional funds for the purpose of providing library services; and

**WHEREAS**, the New Jersey Department of Labor and Workforce Development has a grant program to expand the role of local libraries in assisting job seekers with the Career Connections digital platform on the Jobs4Jersey website; and

**WHEREAS**, this grant program would ensure the financial support needed to provide staff and training that will allow the Sussex County Library System to become an access point for these workforce services; and

**WHEREAS**, there is no matching fund requirement for the funds being applied for through the New Jersey Libraries Career Connections Grant for Uniform Career Guidance and Job Search Assistance Services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Sussex, that the Library Director is hereby authorized to apply for a New Jersey Libraries Career Connections Grant for Uniform Career Guidance and Job Search Assistance Services in the amount of \$50,000.00, for the period of January 1, 2016 to December 31, 2016; and

**BE IT FURTHER RESOLVED** that the Library Director is authorized to sign any document relating to the acceptance of a New Jersey Libraries Career Connections Grant for Uniform Career Guidance and Job Search Assistance Services; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to Stan Pollakoff, SCLS Library Director, Main Library; and a copy is available on On-Base.

Certified as a true copy of the  
Resolution adopted by the Board  
on the 27th day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex, New Jersey

**RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR AND CLERK OF THE BOARD TO FILE AND EXECUTE THE LOW INCOME HEATING AND ENERGY ASSISTANCE PROGRAM (LIHEAP) COUNTY WELFARE AGENCY (CWA) ADMINISTRATION GRANT AWARD IN THE AMOUNT OF \$2,781.00 FOR THE PERIOD OF OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

**WHEREAS**, the NJ Department of Community Affairs, Division of Housing and Community Resources has issued the Low Income Heating and Energy Assistance Program (LIHEAP) County Welfare Agency (CWA) Administration Grant Award in the amount of \$2,781.00 for the period of October 1, 2015 through September 30, 2016; and

**WHEREAS**, funding awarded through the Grant will provide assistance to very low income residents for their heating and cooling bills, and make provisions for emergency heating system services and emergency fuel assistance; and

**WHEREAS**, the Low Income Heating and Energy Assistance Program (LIHEAP) in the County of Sussex is administered by the Department of Human Services, Division of Social Services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Sussex that the Freeholder Director and Clerk of the Board are hereby authorized to file and execute the Low Income Heating and Energy Assistance Program (LIHEAP) County Welfare Agency (CWA) Administration Grant Award in the amount of \$2,781.00 and all other documents that are required by the New Jersey Department of Community Affairs for the period of October 1, 2015 through September 30, 2016; and

**BE IT FURTHER RESOLVED** that certified copies of this Resolution and its attachments be forwarded to Fidel E. Ekhelar, NJ Department of Community Affairs, Office of Home Energy Assistance, P.O. Box 811, Trenton, NJ 08625-0811; and a copy is available in On-Base.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 27<sup>th</sup> day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO EXECUTE LETTER OF AGREEMENT FOR FUNDING IN THE AMOUNT OF \$50,000.00 FROM THE MORRIS/SUSSEX/ WARREN EMPLOYMENT AND TRAINING SERVICES NEEDS BASED WORK SUPPORTS PROGRAM FOR THE PROVISION OF TRANSPORTATION SERVICES TO LOW INCOME RESIDENTS FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2016**

**WHEREAS**, the State of New Jersey Department of Human Services, Division of Family Development has allocated \$50,000.00 in pass-through funds for the County of Sussex; and

**WHEREAS**, the County of Morris is the administrative entity for the Morris/Sussex/ Warren Workforce Development Board; and

**WHEREAS**, the Morris/Sussex/Warren Workforce Development Board is the administrative entity for Morris/Sussex/Warren Employment and Training Services; and

**WHEREAS**, the Morris County Board of Chosen Freeholders will provide the Sussex County Board of Chosen Freeholders with \$40,000.00 in Temporary Assistance For Needy Families work activity funds and \$10,000.00 in General Assistance/Food Stamps work activities funds, to be used for Needs Based Work Supports defined as transportation services for low income individuals; and

**WHEREAS**, Sussex County is currently providing those services through the Skylands Ride Connect public bus; and

**WHEREAS**, all funds are to be fully obligated by June 30, 2016 and liquidated by December 31, 2016.

**NOW, THEREFORE, BE IT RESOLVED** that the Sussex County Freeholder Director is hereby authorized and directed to execute the aforementioned Letter of Agreement to accept \$50,000.00 for Needs Based Work Supports from the Morris County Board of Chosen Freeholders; and

**BE IT FURTHER RESOLVED** that the original certified Resolution, together with two signed Letters of Agreement be sent to Donna L. Buchanan, Director, Morris/Sussex/ Warren Employment & Training Services, 30 Schuyler Place, P.O. Box 900, Morristown, NJ 07963-0900; and a copy is available in On-Base.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
on the 27th day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO EXECUTE A CONTRACT FOR CALENDAR YEAR 2016 ON BEHALF OF THE COUNTY OF SUSSEX WITH THE TOWNSHIP OF HARDYSTON FOR THE PROVISION OF TRANSPORTATION SERVICES TO SENIOR CITIZENS AND PEOPLE WITH DISABILITIES WHO RESIDE IN HARDYSTON TOWNSHIP**

**WHEREAS**, the Township of Hardyston has made certain funds available for the provision of transportation for senior citizens and people with disabilities who reside in Hardyston Township; and

**WHEREAS**, the Township of Hardyston has allocated \$17,000.00 in 2016 to the County; and

**WHEREAS**, the County provides transportation services through the Sussex County Office of Transit/Skylands Ride.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders, County of Sussex:

1. That the Freeholder Director and Clerk of the Board are authorized to execute a Contract and any other required documents pertaining thereto on behalf of the County of Sussex with the Township of Hardyston for 2016 in the amount of \$17,000.00 for the provision of transportation services to residents of Hardyston Township.
2. That the Board agrees to comply with all applicable Federal, State and local laws, rules and regulations in the provision of said service.
3. That certified copies of this Resolution, together with two signed Contracts be forwarded to Jane Bakalarczyk, RMC/CMC, Municipal Clerk, Township of Hardyston, 149 Wheatsworth Road, Suite A, Hardyston, NJ 07419; and a copy is available in On-Base.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
on the 27<sup>th</sup> day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**RESOLUTION RE: AUTHORIZATION FOR THE FREEHOLDER DIRECTOR TO EXECUTE AN AGREEMENT FOR CALENDAR YEARS 2016, 2017 and 2018 ON BEHALF OF THE COUNTY OF SUSSEX WITH THE TOWNSHIP OF VERNON FOR THE PROVISION OF TRANSPORTATION SERVICES TO SENIOR CITIZENS AND PEOPLE WITH DISABILITIES WHO RESIDE IN VERNON TOWNSHIP**

**WHEREAS**, the Township of Vernon has made certain funds available for the provision of transportation for senior citizens and people with disabilities who reside in Vernon Township; and

**WHEREAS**, the Township of Vernon has allocated \$50,000.00 in 2016 to the County; and

**WHEREAS**, the Township of Vernon will allocate \$50,000.00 for 2017 and 2018 upon adoption of the respective budgets; and

**WHEREAS**, the County provides transportation services through the Sussex County Office of Transit/Skylands Ride.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders, County of Sussex:

1. That the Freeholder Director and Clerk of the Board are authorized to execute an Agreement and any other required documents pertaining thereto on behalf of the County of Sussex with the Township of Vernon for calendar years 2016 through 2018 in the amount of \$50,000.00 annually for the provision of transportation services to residents of Vernon Township.
2. That the Board agrees to comply with all applicable Federal, State and local laws, rules and regulations in the provision of said service.
3. That certified copies of this Resolution, together with two signed Agreements be forwarded to Lauren Kirkman, Municipal Clerk, Township of Vernon, 21 Church Street, Vernon, New Jersey 07462.

Certified as a true copy of the Resolution adopted by the Board of Chosen Freeholders on the 27<sup>th</sup> day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**RESOLUTION RE: AUTHORIZING THE FREEHOLDER DIRECTOR AND THE CLERK OF THE BOARD OF CHOSEN FREEHOLDERS TO EXECUTE AMENDMENT NUMBER 1 TO THE DEVELOPER'S AGREEMENT DATED OCTOBER 28, 2015, MADE BETWEEN THE COUNTY, BOROUGH OF HOPATCONG AND GREENTREE AT HOPATCONG, LLC - THE DEVELOPER OF BLOCK 30707 LOTS 2 & 3, WITH FRONTAGE, ALONG A PORTION OF COUNTY ROUTE 607 (a/k/a RIVER STYX ROAD) IN THE BOROUGH OF HOPATCONG**

**WHEREAS**, on October 28, 2015, the Board authorized execution of a Developer's Agreement between the County of Sussex, the Borough of Hopatcong and the Developer (Greentree at Hopatcong, LLC) entitled "County of Sussex, Borough of Hopatcong, and Developer's Streetscape Design, Construction, Operations, and Maintenance Agreement," dated October 28, 2015; and

**WHEREAS**, the Developer has completed construction of a portion of the residential units within the mixed-use development on Block 30707 Lots 2 & 3 and is seeking Certificates of Occupancy from the Borough for said units; and

**WHEREAS**, Condition Number Four (4) of the Agreement required completion and acceptance of work within the County Route 607 right of way prior to the Borough issuing any Certificates of Occupancy; and

**WHEREAS**, work required under the Agreement has yet to be completed, and other project-related work within the County Route 607 right of way is being requested by the Developer; and

**WHEREAS**, the Borough is requesting acceptance from the County for the work located within the right of way of County Route 607 (a/k/a River Styx Road) prior to issuing the requested Certificates of Occupancies; and

**WHEREAS**, the County cannot issue approvals for work which has not been completed; and

**WHEREAS**, in lieu of County approval of the work, the Developer has requested the County consider accepting Performance Bonding pending completion of the work; and

**WHEREAS**, the County actively supports our municipality's initiatives for local development and redevelopment and, as such, the County is desirous of working with the Borough and the Developer to promote this project in a manner that protects public safety, protects all parties' interests and serves in the best interests of the public; and

**WHEREAS**, the parties have expressed a willingness to cooperate with these common goals; and

**WHEREAS**, the County of Sussex, Borough of Hopatcong and the Developer have developed a form of an Amendment Number 1 to the Developer's Agreement, a copy of which amendment is attached hereto and made part hereof; and

**WHEREAS**, the County Engineer has reviewed Amendment Number 1 and has no objection to said amendment.

**NOW, THEREFORE, BE IT RESOLVED** by the Sussex County Board of Chosen Freeholders that the Freeholder Director and the Clerk of the Board be and are hereby authorized to execute the attached Amendment Number 1 to the Developer's Agreement with the Borough of Hopatcong and Greentree of Hopatcong, LLC; and

**BE IT FURTHER RESOLVED** that certified copies of this Resolution and Amendment Number 1 to the Developer's Agreement, with original signatures, be forwarded the Borough of Hopatcong, 111 River Styx Road, Hopatcong, NJ 07843, Attn: Robert Elia; and Greentree of Hopatcong, LLC, 142 Route 23 North, Pompton Plains, NJ 07744; and a copy will be entered into On-Base.

Certified as a true copy of a  
Resolution adopted by the Board  
on the 27th day of January, 2016.

---

Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**RESOLUTION RE: AUTHORIZING THE FREEHOLDER DIRECTOR AND THE CLERK OF THE BOARD OF CHOSEN FREEHOLDERS TO EXECUTE AMENDMENT NUMBER 1 TO THE DEVELOPER'S AGREEMENT DATED OCTOBER 28, 2015, MADE BETWEEN THE COUNTY, BOROUGH OF HOPATCONG AND GREENTREE AT HOPATCONG, LLC - THE DEVELOPER OF BLOCK 30707 LOTS 2 & 3, WITH FRONTAGE, ALONG A PORTION OF COUNTY ROUTE 607 (a/k/a RIVER STYX ROAD) IN THE BOROUGH OF HOPATCONG**

**Summary:**

A Developer, Greentree at Hopatcong, LLC, is undertaking the redevelopment of Block 30707 Lots 2 & 3 located within the Borough of Hopatcong and fronting along County Route 607 (a/k/a River Styx Road). The redevelopment will include coordination with and construction of select streetscape elements, as have been identified by the Borough of Hopatcong within their Streetscape Plan for the River Styx Business Area.

The project provides for pedestrian facilities, on-street parking, off-street parking and improves the appearance of this section of River Styx Road. Portions of the work are located within the right-of-way of Sussex County Route 607.

The design, all work, as well as future operation and maintenance responsibilities were defined within an Agreement dated October 28, 2015, and considered and authorized by the Board on October 28, 2015. The Original Agreement is entitled "County of Sussex, Borough of Hopatcong, and Developer's Streetscape Design, Construction, Operations, and Maintenance Agreement."

The Agreement included Condition Number Four (4) requiring the work within CR 607 right-of-way to be completed prior to the Borough issuing any Certificates of Occupancy for the building. The Developer and Borough are ready to issue Certificates of Occupancy for some of the residential units included within the new building. The CR 607 work has yet to be completed and in light of that the Developer is requesting the County accept Performance Bonds in lieu of completion.

Additionally, the Developer has requested the County approve a realignment of CR 607 to accommodate the as-built location of the recent CR 607 curb line and on-street parking installed under the Phase II Road Opening Permit.

**This resolution provides for the following:**

1. Freeholder Authorization for Amendment Number 1 to the aforementioned agreement along with authorization for the Freeholder Director and Clerk of the Board to sign said agreement.

***The Agreement:***

- Provides an amendment to condition number 4 of the original agreement through which the County could accept Performance Bonding for uncompleted work.
- Maintains all other Agreement conditions in full force.

- Outlines conditions under which County would have no objection to the Borough issuing the Developer residential Certificates of Occupancy should the Borough deem it appropriate.
- Defines a process under which the Developer's requested CR 607 realignment could be managed.

*The Developer agrees to:*

- Provide for all Design and related certifications.
- Grant dedications of rights of way and/or easements to the County and Borough for the public elements.
- Establish Performance Bonds for all outstanding and requested work in accordance with the May 9, 2007, County Bonding Ordinance.
- Provide for, at no cost to the County or the Borough, the design and construction of related improvements as defined within the approved plans.

Project Location:



**RESOLUTION RE: AUTHORIZING THE ENTRY INTO A PROFESSIONAL SERVICES AGREEMENT WITH A. MATTHEW BOXER, ESQ. AND LOWENSTEIN SANDLER, LLP FOR THE PROVIDING OF SPECIAL COUNSEL SERVICES IN THE REVIEW OF THE SUSSEX COUNTY RENEWABLE ENERGY PROGRAM, WITHOUT COMPETITIVE BIDDING AS A PROFESSIONAL SERVICE PURSUANT TO N.J.S.A. 40A:11-5(1)(a)(i)**

**WHEREAS**, there exists a need for an inquiry into the County's participation in the Sussex County Renewable Energy Program (the Solar Project) and, more particularly, to determine if funds expended by the County constitute damages that can be recouped by the County through civil litigation; and A. Matthew Boxer of Lowenstein Sandler, LLP has provided a proposal as a non-fair-and-open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Lowenstein Sandler is a firm specializing in providing professional legal services and A. Matthew Boxer, Esq. is particularly qualified to provide the required services due to his legal competence and expertise; and

**WHEREAS**, the firm of Lowenstein Sandler, LLP presented a proposal to provide the services requested, in an amount not to exceed \$500,000.00; and

**WHEREAS**, Thomas W. Gildersleeve, Purchasing Agent has determined and certified in writing that the value of this agreement with this vendor will exceed \$17,500 during the Contract Period; and

**WHEREAS**, Lowenstein Sandler, LLP has executed a Certification that certifies that the business entity has not made a contribution that would bar it from receiving this contract in excess of \$17,500.00, and the business entity will report to the New Jersey Election Law Enforcement Commission any contribution that would violate the Pay-To-Play Law (N.J.S.A. 19:44A-20.4 et seq.) through the Contract Period.

**WHEREAS**, the County of Sussex and A. Matthew Boxer, Esq. of Lowenstein Sandler, LLP desire to enter into an Agreement setting forth the respective responsibility of the parties in relation to the aforementioned proposal; and

**WHEREAS**, the funds necessary to pay for said services are available and have been certified by the County Treasurer in an amount not to exceed \$500,000.00, as evidenced by the attached Treasurer's Certification.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chosen Freeholders of the County of Sussex hereby agrees to enter into a Professional Services Agreement with A. Matthew Boxer, Esq. of Lowenstein Sandler, LLP, in an amount not to exceed \$500,000.00, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), for the purpose of providing Special Counsel services relating to an inquiry into the County's participation in the Sussex County Solar Project, for a period of one-year from the commencement date of the Agreement; and

**BE IT FURTHER RESOLVED** that the Freeholder Director and the Clerk of the Board be and are hereby authorized to execute, on behalf of the County, the Professional Services Agreement, which is annexed hereto and made a part hereof; and

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution; and

**BE IT FURTHER RESOLVED** that this Agreement is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a)(i) of the Local Public Contracts Law because the Agreement is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law; and

**BE IT FURTHER RESOLVED** that inasmuch as this Agreement is awarded without public advertising for competitive bidding under the provisions of the Local Public Contracts Law, as a Professional Services Agreement, a notice of award of this Agreement shall forthwith be published once in the New Jersey Herald following passage of this Resolution, as required by law; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution and the Agreement itself is to be made available for public inspection at the Office of the Clerk of the Board of Chosen Freeholders, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution, along with the Agreement, will be available through On-Base and an executed copy will be forwarded to Lowenstein Sandler, LLP, 65 Livingston Avenue, Roseland, NJ 07068, ATTN: A. Matthew Boxer, Esq.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
on the 27<sup>th</sup> day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**RESOLUTION RE: AWARD OF CHANGE ORDER NO. 1 - FINAL TO A CONTRACT BETWEEN THE COUNTY OF SUSSEX AND SCHIFANO CONSTRUCTION CORP. FOR THE "2014 SUSSEX COUNTY ROAD RESURFACING PROGRAM"**

**WHEREAS**, the Board of Chosen Freeholders awarded a Contract for "2014 SUSSEX COUNTY ROAD RESURFACING PROGRAM" to Schifano Construction Corp., in the amount of \$5,018,038.63 on August 13, 2014; and

**WHEREAS**, the Contract work has been completed and found to be acceptable to the County Engineer and the final quantities have been determined by as-built measurements and certified weight tickets; and

**WHEREAS**, a final inspection was completed by the Sussex County Division of Engineering and New Jersey Department of Transportation and all work was found to be in conformance with the Contract documents; and

**WHEREAS**, Change Order No.1 Final to the Contract for "2014 SUSSEX COUNTY ROAD RESURFACING PROGRAM" to Schifano Construction Corp., is for a decrease in the amount of \$146,004.32 adjusting the final Contract amount to \$4,872,034.31 or a 2.91% decrease in the original Contract.

**NOW, THEREFORE, BE IT RESOLVED** that upon the recommendation of the Department of Engineering and Planning, Division of Engineering, the Sussex County Board of Chosen Freeholders does hereby approve Change Order No.1 Final for "2014 SUSSEX COUNTY ROAD RESURFACING PROGRAM" to Schifano Construction Corp., for a decrease of \$146,004.32; and

**BE IT FURTHER RESOLVED** that the Freeholder Director is hereby authorized and directed to execute said Change Order No. 1 Final as presented on the form entitled "County of Sussex – Division of Engineering – Change Order" dated January 27, 2016; and

**BE IT FURTHER RESOLVED** that a certified copy of the Resolution and a signed Change Order No.1 Final be forwarded to Schifano Construction, 1 Smalley Avenue, Middlesex, New Jersey 08846; a certified copy of the Resolution and signed Change Order No. 1 Final, with original signatures be forwarded to Joseph A. Birchenough, P.E., Manager. Bureau of Local Aid, NJDOT, 200 Stierli Court, Mount Arlington, NJ 07856; and a copy is available in On-Base.

Certified as a true copy of a  
Resolution adopted by the Board  
on the 27<sup>th</sup> day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**RESOLUTION RE: AWARD OF CHANGE ORDER NO. 1 - FINAL TO A CONTRACT BETWEEN THE COUNTY OF SUSSEX AND SCHIFANO CONSTRUCTION CORP. FOR THE "2014 SUSSEX COUNTY ROAD RESURFACING PROGRAM"**

Summary:

**This Resolution:**

This resolution provides for approval of Change Order No. 1 – Final. This Change Order adjusts proposal quantities to actual as-built field measured quantities.

Contractual Pay Item increases and decreases totaled:

Total Increases:	(+) \$53,931.60	Original Contract:	\$5,018,038.63
<u>Total Reductions:</u>	<u>(-) \$199,935.92</u>	Adjusted Contract:	\$4,872,034.31
<b>Total Change Order:</b>	<b>(-) \$146,004.32</b>	<b>% Change:</b>	<b>(-) 2.91%</b>

The 2014 Sussex County Road Resurfacing Program was substantially completed on May 13, 2015. Final acceptance (after completion of all punch list items) was achieved on December 21, 2015.

**Prior Project Resolutions:**

On August 13, 2014, the Freeholders awarded a Contract for "2014 Sussex County Road Resurfacing Program" to Schifano Construction Corp. in the amount of \$5,018,038.63.

**RESOLUTION RE: APPOINTING FUND COMMISSIONER**

**WHEREAS**, the County of Sussex (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 that Stephen Gruchacz, County Administrator is hereby appointed as the Fund Commissioner for the Local Unit for the year 2016; and

**BE IT FURTHER RESOLVED** that John D. Williams, County Counsel is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the year 2016; 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.; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution, along with the Agreement, be forwarded to Skylands Risk Management, Inc., P.O. Box 365, Newton, NJ 07860 and a copy is available in On-Base.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
on the 27<sup>th</sup> day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex

**RESOLUTION RE: APPOINTING RISK MANAGEMENT CONSULTANT**

**WHEREAS**, the County of Sussex (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 Local Unit has complied with relevant law with regard to the appointment of a Risk management Consultant; 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. The County of Sussex hereby appoints Skylands Risk Management, Inc. its local Risk Management Consultant.
2. The \_\_\_\_\_ (*authorized representative of the public entity*) and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant's Agreement for the year 2016 in the form attached hereto.

**BE IT FURTHER RESOLVED** that a copy of this Resolution, along with the Agreement be forwarded to Skylands Risk Management, Inc., P.O. Box 365, Newton, NJ 07860; and a copy is available in On-Base.

Certified as a true copy of the  
Resolution adopted by the  
Board of Chosen Freeholders  
on the 27<sup>th</sup> day of January, 2016.

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Catherine M. Williams, Clerk  
Board of Chosen Freeholders  
County of Sussex