

**GREEN TOWNSHIP COMMITTEE
SEPTEMBER 8, 2014**

CALL TO ORDER

The September 8, 2014, meeting of the Green Township Committee was called to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ADEQUATE NOTICE: Mrs. Peralta read the statement of adequate notice.

ROLL CALL: Present: Mr. Conkling, Mrs. Phillips, Mr. Kurzeja, and Mr. Reinbold

Absent: Mr. Chirip

Mr. Reinbold motioned to excuse Mr. Chirip

Seconded: Mr. Kurzeja

Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

Also present: Mrs. Linda Peralta, Clerk/Administrator; Mr. Richard Stein, Township Attorney; Mrs. Patty DeClesis, Deputy Clerk; Mr. Watson Perigo, Municipal Department Head

Presentation of Deed to Morris Habitat for Humanity – Mayor Conkling explained that the Township had purchased 29 Hillside Terrace with COAH money in 2012. Some renovations were done, more needed to be done. Since no bids were received to do the work, Mr. Stein suggested the Township work with Morris Habitat for Humanity. The closing took place in August. The property will be deed restricted for a period of 30 years with an income qualified family. Mrs. Liz DeCoursey on behalf of Morris Habitat for Humanity thanked Mr. Stein and the Committee.

DISCUSSIONS:

- a. **911 Dispatch** – Andover Police Chief Gil Tagliotella discussed the Andover Dispatch Center and answered questions from the Committee and members present from the Fire Department and First Aid Squad. Chief Tagliotella explained they are committed to keeping the dispatch intact and would like Green Township to stay with Andover Dispatch at least until the current contract ends in 2016. Mr. Michael Lensak of the Andover Township Committee was present and stated their Committee's full support of Andover Dispatch. Mr. Stein stated that Andover or Green can opt out of the contract with not less than 90 days' notice. The Committee thanked Chief Tagliotella.

CONSENT AGENDA:

- a. **Resolution 2014-104 – ABC Inactive License Renewal – Greendell Deli, LLC**
- b. **Resolution 2014-132 – Refund Registration Fee for Summer Recreation – Robert Stark**
- c. **Resolution 2014-133 – Regarding Acting Court Administrator**
- d. **Resolution 2014-134 – Municipal Parking Lot Improvements Return of Retainage**
- e. **Resolution 2014-137 – Tax Refund - Henry**
- f. **Minutes ready for approval – August 11, 2014 regular session**

Motion: Mrs. Phillips

Seconded: Mr. Reinbold

Discussion: Mrs. Phillips questioned the inactive ABC license for Greendell Deli. Mrs. Peralta explained that Greendell Deli needed to petition the ABC for a special ruling to obtain approval for the license. Mr. Stein explained that inactive licenses need proof of the legitimacy. The ABC gave the special ruling and it is up to the Committee to approve the license. Mr. Reinbold questioned Resolution 2014-133. Mr. Stein explained that Judge Dana used his statutory authority to give an increase to the Acting Court Administrator. Committee members Mrs. Phillips and Mr. Reinbold strongly oppose the resolution and feel they are being forced to give an employee an increase that is outside their recommendations. The Committee will however abide by the order of the judge.

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	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

OLD BUSINESS:

a. Ordinance 2014-08 – Appropriating the Sum of \$40,000.00 for Improvements to Trinca Airport (Public Hearing)

Mayor Conkling opened the meeting for public comments. Mrs. Josephine Fracasso asked about the outcome of the bid opening for the Trinca Airport improvements. Mayor Conkling explained that a decision has not yet been made with regards to demolition. The money needs to be specifically appropriated for a purpose from the capital budget before approving or not approving any contracts. If the work is not approved, then the money will be returned to the capital budget. Mr. Reinbold asked if this money includes the insurance money received for the damage to the buildings. The insurance money is included in the total sum of \$40,000.00.

Mrs. Phillips motioned to close public hearing and adopt the ordinance.

Seconded: Mr. Kurzeja

Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

Mrs. Peralta stated that the 60 day period that the bids were opened ends on September 9, 2014. The Committee needs to award a contract or reject the bids. After discussion, the Committee agreed to demo the classroom and office sections of the main shop building, keeping the mechanics shop. Mr. Stein dictated a resolution awarding a contract to Yannuzzi Group Inc. for Alternate B in an amount not to exceed \$14,000.00.

Motion: Mrs. Phillips

Seconded: Mr. Kurzeja

Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

This is Resolution 2014-135.

The Committee continued discussion and agreed to demo the Quonset hut aircraft hangar. Mr. Stein dictated a resolution awarding a contract to Grinnell Enterprises, Inc. for Alternate D in an amount not to exceed \$9,300.00.

Motion: Mrs. Phillips

Seconded: Mr. Kurzeja

Discussion: Mr. Reinbold asked Mr. Perigo if he has any use for the Quonset hut. Mr. Perigo stated he has no use for the building.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling		X		

This is Resolution 2014-136.

**GREEN TOWNSHIP COMMITTEE
SEPTEMBER 8, 2014**

NEW BUSINESS:

a. Ordinance 2014-11 – Authorize Lease of Municipal Property to the United States Postal Service for the Tranquility Post Office (Introduction)

Mrs. Phillips motioned to introduce the Ordinance.

Seconded: Mr. Kurzeja

Discussion: Mr. Reinbold asked if the Township were to sell the property, would the lease be transferable. Mr. Stein explained that the new owners would assume the rights of the landlord. Mr. Reinbold asked if the Commission Fee was reduced. Mrs. Peralta stated the fee was reduced to 3% from 5%.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

Public Hearing is scheduled for September 22, 2014.

b. Ordinance 2014-12 – Appropriating the Sum of \$10,000.00 for Equipment for the Green Township Volunteer Fire Department (Introduction)

Mr. Kurzeja motioned to introduce the Ordinance.

Seconded: Mr. Reinbold

Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

Public Hearing is scheduled for September 22, 2014.

c. Resolution 2014-138 - Bills List (08/06/14 to 09/02/14) and Developer’s Escrow Trust (08/06/14 to 09/02/14)

Motion: Mr. Reinbold

Seconded: Mrs. Phillips

Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

d. Resolution 2014-139 – Developer’s Escrow Trust (Airport Road Project) (09/02/14 to 09/02/14)

Motion: Mrs. Phillips

Seconded: Mr. Kurzeja

Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold			X	
Mr. Conkling	X			

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CORRESPONDENCE: Mrs. Peralta noted the following:

- Renewal for membership to the Sussex County Chamber of Commerce. Mrs. Peralta is planning to continue with the membership.
- Any interest in applying for a grant to help begin a Rails to Trails Program in Green Township. The Committee agreed they would like to apply. Mr. John Miller, Township Engineer, has submitted a proposal of \$1,500.00 to prepare the grant application.

Mrs. Phillips motioned to approve Mr. Miller's proposal.

Seconded: Mr. Kurzeja

Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

A confirming resolution will be prepared for the next meeting.

- The Green Township Volunteer Fire Department and the Allamuchy-Green First Aid Squad have recommended the Township join the County 911 Dispatch services for next year. The Committee continued discussions and directed questions to the Fire Department and First Aid Squad members present. Mrs. Phillips asked if they have any change in their recommendations based on the discussion with Chief Tagliotella. Both entities feel confident with their recommendation. The Committee thanked them for all their efforts and recommendations.

Mrs. Phillips motioned to move forward with the County 911 Dispatch.

Seconded: Mr. Kurzeja

Discussion: Mr. Kurzeja feels that moving to the County Dispatch is financially beneficial for the residents of Green Township.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling		X		

Mrs. Peralta will ask for a 5 year contract

- Thank you from the Green Township Senior Citizens Club for attending their 40th Anniversary luncheon on August 26, 2014, and for the very generous donation.
- Letter confirming Green Township's continued interest in participating in the Farmland Preservation Incentive Grant Program.
- Update from the Tax Assessor regarding the Digital Tax Map project. Mr. Kurzeja asked if the Tax Assessor can provide updates to be included with the Department Reports each month.

MATTERS FROM THE GOVERNING BODY: Mr. Kurzeja stated the roads look great and were done very quickly. Mrs. Phillips commented that the Seniors luncheon was very nice and well attended. Mayor Conkling noted the new plaque on the sidewalk outside the front door of the municipal building and thanked Mr. John Miller, Township Engineer and Mr. Kevin Viersma for installing the plaque.

MATTERS FROM THE TOWNSHIP CLERK/ADMINISTRATOR: Mrs. Peralta noted the following:

- Shared Services Agreement for the Emergency Management Coordinator – Mrs. Peralta has asked Andover Borough for an estimate of the annual cost however has not had a response. Mrs. Peralta would like to change the contract to a flat rate as opposed to paying 50% for cell phone, 50% for training, 50% for other items.
- **Personnel Manual – Policy Change** - Currently the Employee Handbook does not address the policy as far as accrual of vacation and sick time when employee is out on Workman's Comp. The Attornies have

GREEN TOWNSHIP COMMITTEE SEPTEMBER 8, 2014

advised that a policy should be in the Handbook. The current employee accrues vacation and sick time while out on Workman's Comp, however an employee out on disability does not accrue vacation and sick time. The Committee discussed what the policy should be but would like more time to review. Mrs. Peralta suggested Mrs. Leo draft resolutions for the next Committee meeting that contain both sets of language pertaining to the benefits while out on leave

- **Joint Court Update** – Mayor Conkling and Mrs. Peralta will attend a meeting in Wantage on September 9, 2014, to continue discussions relative to the joint court services. Depending on the outcome of that meeting, there may be a Joint Court Meeting on September 17, 2014. There will be update for next meeting.
- **Capital Projects Update** – Mrs. Peralta mentioned there are many problems with scheduling use of the soccer fields at EverGreen Park and the poor field conditions. The large soccer field is unable to be rested due to a softball fall ball league. Mrs. Peralta suggested the development of a field maintenance program. Soccer fields should be rested four months every other year. Mrs. Peralta also suggested reviewing the Park Ordinance and consider charging fees to for-profit organizations. After a brief discussion, it was suggested to have the Recreation Subcommittee look further into. Mrs. Phillips suggested it may be a good idea for the Township Planner to get involved.
- **Municipal Building Alarm System** – Mrs. Peralta stated \$35,000.00 has been budgeted for this year. Mr. Kurzeja asked Mr. Caruso's opinion of replacing the alarm system. Received 4 companies quotes inspected burglar and fire. Recommendations will be redistributed for next meeting.
- **FEMA found Green Township eligible for an additional \$75,000.00.** This will require the completion of another application. FEMA hopes to release the money by October 29th.
- An application was received for membership on one of the Boards/Committees. The Personnel Subcommittee will review.
- Letter from Verizon indicating they are servicing less than 51% of the community. They will no longer pay revenue to Green Township. The loss of revenue from Verizon is \$7,600.00. United Telcon could be \$7,900.00.

MATTERS FROM THE TOWNSHIP ATTORNEY: None

MATTERS FROM THE MUNICIPAL DEPARTMENT HEAD: The Road Department are in the process of staining the pavilion, which will be done in time for Green Township Day. The spring toys will be installed. The handicapped parking spaces at the Tranquility Post Office will be painted. Several bumpers in the Municipal Building Parking Lot will be removed. The parking on Municipal Road was discussed.

PUBLIC COMMENTS AND/OR QUESTIONS: Mr. Lou Caruso stated he was surprised to hear the name of the person chosen for OEM. Mayor Conkling explained the Township had initially contacted Frelinghuysen to see if there was interest in a shared services. Frelinghuysen's OEM, Mr. Nick Pachnos, felt he would not be able to handle the two towns in the event of an emergency. Green Township then reached out to Andover Township and Andover Borough. Mr. Caruso suggested Chief Ken Lang for Green Township's OEM position. Chief Lang has all the qualifications, he is Assistant to Mr. Nick Pachnos. After discussion, Mr. Caruso offered to reapproach Frelinghuysen. Mr. Caruso asked for clarification on the Personnel Policy pertaining to disability.

Mr. Kevin Viersma explained the situation pertaining to the difference in price of the liquid asphalt. He asked the Committee to consider reimbursing Viersma & Sons, Inc. for the change in asphalt pricing that incurred over the course of the Parking Lot Improvement Project. Mr. John Miller will contact Mrs. Peralta.

Mrs. Josephine Fracasso, 111 Hibler Road, had the following comments:

- Fees should be addressed and charged for teams using the softball and soccer fields at EverGreen Park.
- Mrs. Fracasso also mentioned the recent vandalism of the exercise stations on the trail of EverGreen Park. The picture in the newspaper was embarrassing showing the unmowed grass and weeds. Mr. Perigo stated that has been taken care of.
- What is the money being appropriated for the Fire Department for? Mayor Conkling explained the money is for the Fire Department to purchase a thermal imaging camera (\$6,500.00) and ice rescue equipment (\$3,500.00).

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- Mrs. Fracasso inquired if Mr. Chirip is still a member the Township Committee. Mr. Chirip has not attended the past several meetings. Mayor Conkling stated Mr. Chirip is a current member of the Committee and has been excused for the meetings he was not able to attend.

Mr. Mike Graycar, 4 Hillside Terrace - Asked the Committee why the Halloween Decorating Contest was not taking place this year. Mrs. Phillips answered that due to lack of participation last year the Recreation Committee decided not to hold the contest this year. Mr. Graycar stated that the contest was not advertised well last year and was displeased that the contest would not take place this year. Mrs. Phillips recommended Mr. Graycar bring his questions/comments to the Recreation Advisory Committee.

Mrs. Patty DeClesis, Deputy Clerk, reminded the Committee that Green Township Day will be held on Saturday, September 20, 2014.

EXECUTIVE SESSION: None

ADJOURNMENT:

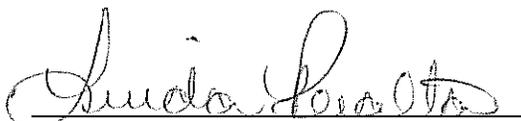
Mr. Reinbold made at motion to adjourn at 9:33 p.m.

Seconded: Mr. Kurzeja

Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				X
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

*ALL RESOLUTIONS AND ORDINANCES ARE ATTACHED TO AND MADE PART OF THESE MINUTES



Linda Peralta, RMC
Clerk/Administrator

9/24/2014
Date Approved

RESOLUTION 2014-104
TOWNSHIP COMMITTEE - TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ

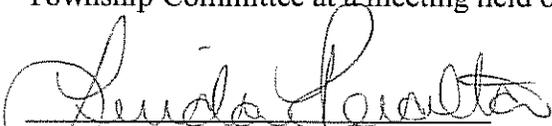
WHEREAS, Greendell Deli, LLC, License Name has applied for the renewal of License No. 1908-44-001-011 to the State of New Jersey Division of Alcoholic Beverage Control; and

WHEREAS, the Governing Body of the Township of Green is not aware of any circumstances or provisions or law or local ordinance which would prohibit this issuance of the license renewal.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Green, County of Sussex, State of New Jersey that this Governing Body has no objections to the issuance of this renewal of an inactive license pursuant to N.J.S.A. 33:1-12.39.

DATED: September 8, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a Resolution adopted by the Township Committee at a meeting held on September 8, 2014.


Linda Peralta, Township Clerk

Cc: Division of ABC
Greendell Deli, LLC

Record of Vote:

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	2nd ✓			
Mr. Conkling	✓			

**RESOLUTION 2014-132
TOWNSHIP COMMITTEE- TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ**

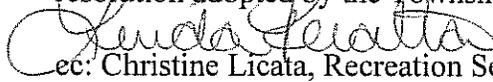
BE IT RESOLVED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF GREEN IN THE COUNTY OF SUSSEX AND STATE OF NEW JERSEY that the following Summer Recreation registration be refunded as hereinafter set forth:

NAME AND REASON	AMOUNT
Robert Stark 194 Wolfs Corner Rd Newton, NJ 07860	\$130.00

Withdrew his child from summer rec program prior to the start of the program.

DATED: September 8, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Committee at a meeting held on September 8, 2014.


cc: Christine Licata, Recreation Secretary
Linda Padula, CMFO

Vote on Resolution:

	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	2nd ✓			
Mr. Conkling	✓			

RESOLUTION 2014-133
TOWNSHIP COMMITTEE - TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ

RESOLUTION REGARDING ACTING COURT ADMINISTRATOR

WHEREAS, the Township of Green, as the host municipality, provides payroll to the employees of the Joint Municipal Court of the Townships of Green, Fredon, Hampton and the Borough of Andover; and

WHEREAS, every Municipal Court is required to provide for an Administrator, pursuant to the provisions of N.J.S.A. 2B:12-10a; and

WHEREAS, the duly appointed Court Administrator for the Joint Court retired as of August 1, 2014; and

WHEREAS, the Joint Court Committee met on June 11, 2014 and agreed to recommend the appointment of Nancy Ann Kurzweil as Acting Court Administrator at the rate of \$28.00 per hour; and

WHEREAS, the Governing Body of the Township of Green did not approve the recommendation of the Joint Court Committee; and

WHEREAS, by letter dated August 20, 2014, Municipal Court Judge Dana, acting under the authority of N.J.S.A. 2B:12-10b, designated in writing his appointment of Nancy Ann Kurzweil as Acting Court Administrator effective August 1, 2014 with an hourly pay rate of \$27.50 per hour, effective July 1, 2014; and

WHEREAS, the hourly pay for the Acting Court Administrator does not exceed the salary established by the Township for the position of Court Administrator; and

WHEREAS, the Township is required by law to pay the Acting Court Administrator at the rate established by the Municipal Court Judge, pursuant to N.J.S.A. 2B:12-10b;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Green that the Acting Court Administrator shall be paid at the rate of \$27.50 per hour, effective July 1, 2014.

Dated: September 8, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a Resolution adopted by the Township Committee at a meeting held on September 8, 2014.



Linda Peralta, Township Clerk

cc: Linda Padula, CFO

Record of Vote:

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	2nd ✓			
Mr. Conkling	✓			

**RESOLUTION 2014-134
TOWNSHIP COMMITTEE - TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ**

**RESOLUTION AUTHORIZING RELEASE OF RETAINAGE
FOR MUNICIPAL BUILDING PARKING LOT PROJECT**

WHEREAS, the Township of Green heretofore publically bid for the reconstruction of the Municipal Building Parking Lot; and

WHEREAS, Bob Viersma & Sons, Inc. was awarded the contract for the reconstruction of the Municipal Building Parking Lot in an amount not to exceed \$208,912.80; and

WHEREAS, various change orders have been approved by the Township Committee, making the final contract amount \$228,535.39; and

WHEREAS, the Township heretofore adopted Resolution 2014-121, approving change orders and authorizing payment to the Contractor of all sums due, less retainage in the amount of \$4,570.71, which was to be held pending approval of the Township Engineer; and

WHEREAS, by letter dated August 21, 2014, the Township Engineer has determined that work on the project is complete and that the retainage of \$4,570.71 may be released to the contractor;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Green that the Township hereby approves the release of the retainage for the Municipal Building Parking Lot project in the amount of \$4,570.71 to the Contractor; and

BE IT FURTHER RESOLVED that the Township Clerk/Administrator and CFO are hereby authorized to process payment of the retainage in accordance with this Resolution.

Dated: September 8, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a Resolution adopted by the Township Committee at a meeting held on September 8, 2014.


Linda Peralta, Township Clerk

cc: Linda Padula, CFO

Record of Vote:

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	2nd ✓			
Mr. Conkling	✓			

**RESOLUTION 2014-137
TOWNSHIP COMMITTEE- TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ**

BE IT RESOLVED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF GREEN IN THE COUNTY OF SUSSEX AND STATE OF NEW JERSEY that the following taxes be refunded as hereinafter set forth:

BLOCK	LOT	NAME AND REASON	AMOUNT
17	03	Paul and Toni Henry 8 Wolfs Corner Rd Newton, NJ 07860	\$ 10.49

Refund overpayment on 2014 3rd Quarter interest in light of post office delay and error.

DATED: September 8, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Committee at a meeting held on September 8, 2014.


cc: Karen Ferrone, Tax Collector
Linda Padula, CMFO

Vote on Resolution:

	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	✓			
Mrs. Phillips	15+ ✓			
Mr. Reinbold	2nd ✓			
Mr. Conkling	✓			

**TOWNSHIP OF GREEN
ORDINANCE 2014-08**

**ORDINANCE APPROPRIATING THE SUM OF \$40,000.00
FOR IMPROVEMENTS TO TRINCA AIRPORT**

BE IT ORDAINED AND ENACTED by the Township Committee of the Township of Green, County of Sussex, State of New Jersey as follows:

SECTION 1: The sum of twenty seven thousand (\$27,000) dollars currently located in the General Capital Reserve Fund and the sum of thirteen thousand (\$13,000) currently located in the General Capital Fund Balance is hereby appropriated for improvements to municipal property as follows:

General Improvements to Trinca Airport	TOTAL: \$40,000.00
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SECTION 2: In connection with the amount authorized in Section 1 hereof, the Township makes the following determinations:

- 1) The purpose described in Section 1 hereof is not a Current Expense and is an expenditure the Township of Green may lawfully make as a Capital Expense.
- 2) The period of usefulness of the purpose described in Section 1 hereof is not in the limitation of said Local Bond law and according to the aggregate reasonable life thereof is five (5) years or longer.

SECTION 3: All ordinances or parts of ordinances which are inconsistent with the terms of this ordinance be and the same are hereby repealed to the extent of their inconsistency.

SECTION 4: This ordinance becomes effective immediately upon publication after adoption.

ATTEST:


Linda Peralta, Clerk/Administrator


Daniel C. Conkling, Mayor

Vote on Adoption:

	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	2nd ✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	✓			
Mr. Conkling	✓			

RESOLUTION 2014-135
TOWNSHIP COMMITTEE - TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ

RESOLUTION AWARDED CONTRACT FOR
ALTERNATE BID B FOR TRINCA AIRPORT

WHEREAS, the Township of Green heretofore advertised for the receipt of sealed competitive bids for alternate proposals to repair or demolish various improvements currently located at Trinca Airport; and

WHEREAS, the Township accepted sealed competitive bids on July 10, 2014; and

WHEREAS, each bidder was requested to bid on Alternates A, B, C and D; and

WHEREAS, the Township of Green received two (2) sealed competitive bids; and

WHEREAS, Yannuzzi Group Inc. provided the lowest bid for Alternate B in the amount of \$14,000.00; and

WHEREAS, the Township Attorney has reviewed the bids for compliance with the Local Public Contracts Law and the Township's bidding requirements; and

WHEREAS, Yannuzzi Group Inc. is the lowest responsive, responsible bidder for Alternate B; and

WHEREAS, the Township Committee has determined that it is in the best interest of the Township to award a contract to Yannuzzi Group Inc. for Alternate B;

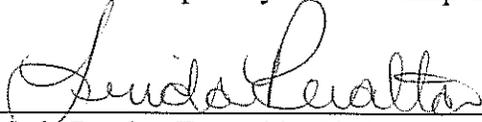
NOW, THEREFORE, be it resolved by the Mayor and Township Committee of the Township of Green that the Township does hereby award a bid to Yannuzzi Group Inc. for Alternate B for demolition of the office and classroom sections of the main shop building in an amount not to exceed \$14,000.00; and

BE IT FURTHER RESOLVED, that the award of this bid is subject to certification of the availability of funds by the Chief Financial Officer; and

BE IT FURTHER RESOLVED, that the Township Clerk shall notify all bidders on September 9, 2014 of the award to Yannuzzi Group Inc. for Alternate B;

Date: September 8, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a Resolution adopted by the Township Committee at a meeting held on September 8, 2014



Linda Peralta, Township Clerk

cc: Linda Padula, CFO

Record of Vote:

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	2nd ✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	✓			
Mr. Conkling	✓			

CONTRACT

This Contract made the latter of the two dates on the signature page;

BETWEEN TOWNSHIP OF GREEN, a municipal corporation of the State of New Jersey, with municipal offices located at Township of Green, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, ("Green")

AND YANNUZZI GROUP INC., a corporation of the State of New Jersey, with offices located at 152 Route 206 South, Hillsborough, New Jersey 08844, ("Contractor")

WITNESSETH: That the Township of Green and the Contractor for the consideration specified below agree as follows:

Article I: Services to be Performed: Contractor covenants and agrees to perform the following work at Green's Trinca Airport under Contractor's Alternate B bid:

Demolition of office and classroom sections attached to the main shop building.

The Contractor shall:

- Provide licensed electrician to disconnect all circuits from the main panel in garage to office, utility room and classroom prior to the demolition. Electrician to return after demolition to check for any additional circuits that are not safe and disconnect same.
- Disconnect well pump and equipment, cap well line for future use. **NOTE:** Well pump and equipment to be left in shop are for possible re-use in future to supply water to shop. Well to remain for future use.
- Disconnect and remove furnace and ductwork to office and classroom
- Clean and remove above-ground oil tank, including removal of all materials offsite to an approved recycling facility or landfill.
- Provide equipment and labor to cut free the office, utility room and classroom from the shop portion of the building.
- Provide equipment and labor to demolish sort and load into containers the office, utility room and classroom portion of the building.
- Provide roll-off container, including trucking and tipping fees to remove from site all demolition material to an approved landfill or recycling facility.

The Contractor shall provide all materials and labor to reconstruct 8" masonry block wall with steel walk through door and frame in garage portion of the building where it connects to the classroom being removed.

The Contractor shall also provide the following site restoration:

- Supply, delivery, level and fine grade screened topsoil 4" thick on all disturbed areas
- Seed, fertilize and straw mulch all disturbed lawn areas from demolition project.
- Supply and install one (1) 6x6 wood post support for sliding door to match existing

The Contractor shall not be responsible for the removal of asbestos, if any, or the removal of any hazardous materials or contaminated soil. In the event any of the foregoing are encountered, the Contractor shall notify the Township, which shall either provide a change order for the removal of the aforesaid substances or engage a different contractor for said work.

All work to be performed in strict accordance with all the bid specifications established by Township of Green and the bid proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor's bid submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract. The contract documents include, but are not limited to the following:

All Bid Specifications, Terms and Conditions contained in the bid package dated May 2014, including the documents completed by the contractor in response to the bid

Bid Form

Bidder's Business Registration Certificate

Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents

Disclosure Statement

Statement of Compliance

Certification

Statement of Ownership

Exceptions to Specifications

Non-Collusion Affidavit

Stockholders Statement

Bid Guarantee Statement & Bid Deposit

No Bid Response Form

Affirmative Action Instructions

Affirmative Action Questionnaire and Affidavit

Consent of Surety

References

Certification of Contract (Corporation, Partnership, Individual or Limited Liability Company)
Financial Responsibility Form
Bidder Qualification Statement
Equipment Certificate
Certification of Bidder's Status on The State Treasurer's List of Debarred, Suspended and Disqualified Bidders
Subcontractors

Article II: Contract Execution: Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded and signed by the Township of Green. Failure or neglect to execute this Contract within the period shall constitute a breach of the Contract. Contractor's breach will result in the forfeiture of Contractor's bid security. Contractor shall be responsible for all resulting damages including, but not limited to, those set forth in the bid specifications.

Article III: Completion Date and Late Completion: The Contractor shall commence all work within thirty (30) days of the award of contract. The Contractor shall complete the demolition of Trinca office and classroom sections attached to the main shop building within forty-five (45) working days of the commencement of work. In the event the Contractor fails to deliver within the time frame it shall be liable to the Township of Green for any and all damages incurred by the Township of Green.

Contractor recognizes time is of the essence in this Contract.

Contractor shall pay a late charge to Township of Green in the amount of one hundred fifty (\$150) per day for each day that the work is not completed beyond the completion date. Alternatively the Township may deduct the one hundred fifty (\$150) per day charge from the price of the work. Contractor acknowledges that this sum is reasonable.

Article IV: Payment: The Township of Green shall pay Contractor the contract price of \$14,000.00 for the work.

The Township of Green agrees to pay the Contractor within thirty (30) days of the approval of the invoice in accordance with N.J.S.A. 2A:30A-1 et seq. the satisfactory completion of the work.

Payments to be made in accordance with the Township of Green's requirement for submission of invoices and vouchers and approval by authorized officials. Acceptance of the final payment by the Contractor shall be understood to be a release in full of all claims against the Township of Green for payment under this Contract.

Article V: Indemnification & Independent Contractor: The Contractor will make all payments of proper charges for the work required in accordance with the contract documents and will indemnify and save harmless the Township of Green, its officers,

agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which the Township of Green or any of its officers, servants, or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of its work or through the negligence of the Contractor or through any act or omission on the part of the Contractor, its agents or agent. This indemnification shall be construed as broadly as possible in favor of the Township of Green.

Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.

Article VI: Assignment or Subletting: Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval of the Township of Green.

Article VII: Affirmative Action Requirements: The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State. The contractor shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Article VIII: Performance and Payment Bond: Contractor upon signing this Contract shall execute a one hundred (100%) percent performance and payment bond to the Township of Green. The bond shall be executed by a responsible bonding company in good financial standing and authorized to do business in the State of New Jersey and must be posted and presented to the Township of Green upon signing this Contract. Failure of Contractor to provide the performance and payment bond upon signing this Contract shall constitute a breach of contract. Contractor will be responsible for all damages incurred by the Township of Green, if it defaults. The Township of Green's recourse is not limited solely to seeking payment under the bid bond.

Article IX: Breach of Contract: Contractor's failure to perform under this Contract, including, but not limited to failing to sign the Contract within twenty-one (21) days after the award of the Contract, or failure to perform in conformity with this Contract or otherwise, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by the Township of Green. Contractor shall also be responsible for all reasonable attorney's fees and costs incurred by the Township of Green in enforcing the terms of this Contract.

Article X: Warranties: Contractor warrants that all work performed shall be in accordance with all applicable laws and regulations regarding the work. The Contractor

shall guarantee that the materials and workmanship shall be free of defects for a period of two (2) years from the date of completion of the work and the contractor shall provide a two (2) year maintenance bond equal to 100% of the contract price to the Township upon the substantial completion of the work.

Article XI: Buy American: The Township of Green specifically directs the Contractor's attention to N.J.S.A. 40A:13. This statute requires the Contractor to use components and parts manufactured in the United States; where available.

Article XII: Binding Nature of Agreement: This Contract shall be binding upon the Township of Green, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

Article XIII: Legal Compliance: During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances, state and federal rules, regulations, statutes and directives, including, but not limited to any and all rules, regulations and statutes referred in the bid specifications.

Article XIV: Disputes: The parties agree that in the event of a dispute, any legal action instituted in this matter shall be in the Superior Court of New Jersey, Sussex County. The Contractor agrees and does hereby submit itself to the jurisdiction of the Court. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

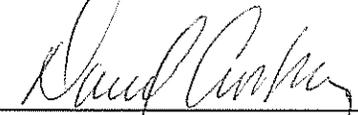
IN WITNESS WHEREOF, Green has caused this instrument to be signed by Daniel Conkling, Mayor; Attested by Linda Peralta, Clerk/Administrator; and an authorized officer of the Contractor has signed this contract and agrees to all its terms and conditions.

ATTEST:


Linda Peralta, Clerk/Administrator

Dated: 9/9, 2014

TOWNSHIP OF GREEN

By: 
Daniel Conkling, Mayor

ATTEST:



Dated: 9/15, 2014

YANNUZZI GROUP, INC.

By: 
John Yannuzzi, President

RESOLUTION 2014-136
TOWNSHIP COMMITTEE - TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ

RESOLUTION AWARDDING CONTRACT FOR
ALTERNATE BID D FOR TRINCA AIRPORT

WHEREAS, the Township of Green heretofore advertised for the receipt of sealed competitive bids for alternate proposals to repair or demolish various improvements currently located at Trinca Airport; and

WHEREAS, the Township accepted sealed competitive bids on July 10, 2014; and

WHEREAS, each bidder was requested to bid on Alternates A, B, C and D; and

WHEREAS, the Township of Green received two (2) sealed competitive bids; and

WHEREAS, Grinnell Enterprises, Inc. provided the lowest bid for Alternate D in the amount of \$9,300.00; and

WHEREAS, the Township Attorney has reviewed the bids for compliance with the Local Public Contracts Law and the Township's bidding requirements; and

WHEREAS, Grinnell Enterprises, Inc. is the lowest responsive, responsible bidder for Alternate D; and

WHEREAS, the Township Committee has determined that it is in the best interest of the Township to award a contract to Grinnell Enterprises, Inc. for Alternate D;

NOW, THEREFORE, be it resolved by the Mayor and Township Committee of the Township of Green that the Township does hereby award a bid to Grinnell Enterprises, Inc. for Alternate D for demolition of the Quonset hut aircraft hangar in an amount not to exceed \$9,300.00; and

BE IT FURTHER RESOLVED, that the award of this bid is subject to certification of the availability of funds by the Chief Financial Officer; and

BE IT FURTHER RESOLVED, that the Township Clerk shall notify all bidders on September 9, 2014 of the award to Grinnell Enterprises, Inc. for Alternate D;

Date: September 8, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a Resolution adopted by the Township Committee at a meeting held on September 8, 2014


Linda Peralta, Township Clerk

cc: Linda Padula, CFO

Record of Vote:

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	2nd ✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	✓			
Mr. Conkling		✓		

CONTRACT

This Contract made the latter of the two dates on the signature page;

BETWEEN TOWNSHIP OF GREEN, a municipal corporation of the State of New Jersey, with municipal offices located at Township of Green, 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey 07879, ("Green")

AND GRINNELL ENTERPRISES, INC., a corporation of the State of New Jersey, with offices located at 482 Houses Corner Road, Sparta, New Jersey 07871 ("Contractor")

WITNESSETH: That the Township of Green and the Contractor for the consideration specified below agree as follows:

Article I: Services to be Performed: Contractor covenants and agrees to perform the following work:

Demolition of the Quonset hut aircraft hangar

The successful bidder shall:

- Provide equipment and labor to demolish sort and load into containers the Quonset hut aircraft hangar, including floor and foundation.
- Provide roll-off container, including trucking and tipping fees to remove from site all demolition material to an approved landfill or recycling facility.

The successful bidder shall also provide the following site restoration:

- Supply, delivery, level and fine grade screened topsoil 4" thick on all disturbed areas
- Seed, fertilize and straw mulch all disturbed lawn areas from demolition project.

The Contractor shall not be responsible for the removal of asbestos, if any, or the removal of any hazardous materials or contaminated soil. In the event any of the foregoing are encountered, the Contractor shall notify the Township, which shall either provide a change order for the removal of the aforesaid substances or engage a different contractor for said work.

All work to be performed in strict accordance with all the bid specifications established by Township of Green and the bid proposal submitted by the Contractor.

Contractor further agrees to do and perform this agreement in conformity with the contract documents listed below which contract documents and Contractor's bid submission are hereby made a part of this Contract as if the same had been set forth in the body of this Contract. The contract documents include, but are not limited to the following:

All Bid Specifications, Terms and Conditions contained in the bid package dated May 2014, including the documents completed by the contractor in response to the bid

Bid Form

Bidder's Business Registration Certificate

Bidder's Acknowledgment of Receipt of Notices, Revisions or Addenda to the Advertisement or Bid Documents

Disclosure Statement

Statement of Compliance

Certification

Statement of Ownership

Exceptions to Specifications

Non-Collusion Affidavit

Stockholders Statement

Bid Guarantee Statement & Bid Deposit

No Bid Response Form

Affirmative Action Instructions

Affirmative Action Questionnaire and Affidavit

Consent of Surety

References

Certification of Contract (Corporation, Partnership, Individual or Limited Liability Company)

Financial Responsibility Form

Bidder Qualification Statement

Equipment Certificate

Certification of Bidder's Status on The State Treasurer's List of Debarred, Suspended and Disqualified Bidders

Subcontractors

Article II: Contract Execution: Contractor is required to execute this Contract within twenty-one (21) days from the date the Contract is awarded and signed by the Township of Green. Failure or neglect to execute this Contract within the period shall constitute a breach of the Contract. Contractor's breach will result in the forfeiture of Contractor's bid security. Contractor shall be responsible for all resulting damages including, but not limited to, those set forth in the bid specifications.

Article III: Completion Date and Late Completion: The Contractor shall commence all work within thirty (30) days of the award of contract. The Contractor shall complete the repair or demolition of Trinca airport buildings within forty-five (45) working days of the commencement of work. In the event the Contractor fails to deliver within the time frame it shall be liable to the Township of Green for any and all damages incurred by the Township of Green.

Contractor recognizes time is of the essence in this Contract.

Contractor shall pay a late charge to Township of Green in the amount of one hundred fifty (\$150) per day for each day that the work is not completed beyond the completion date. Alternatively the Township may deduct the one hundred fifty (\$150) per day charge from the price of the work. Contractor acknowledges that this sum is reasonable.

Article IV: Payment: The Township of Green shall pay Contractor the purchase price of \$9,300.00 for the work.

The Township of Green agrees to pay the Contractor within thirty (30) days of the approval of the invoice in accordance with N.J.S.A. 2A:30A-1 et seq. the satisfactory completion of the work.

Payments to be made in accordance with the Township of Green's requirement for submission of invoices and vouchers and approval by authorized officials. Acceptance of the final payment by the Contractor shall be understood to be a release in full of all claims against the Township of Green for payment under this Contract.

Article V: Indemnification & Independent Contractor: The Contractor will make all payments of proper charges for the work required in accordance with the contract documents and will indemnify and save harmless the Township of Green, its officers, agents, or servants, and each and every one of them, against and from all suits and costs of every name and description, including royalties, fees or claims for the use of patented methods, of patented rights, or copyrights and from all damages to which the Township of Green or any of its officers, servants, or agents may be put by reason of injury to person or property of others, resulting from carelessness in the performance of its work or through the negligence of the Contractor or through any act or omission on the part of the Contractor, its agents or agent. This indemnification shall be construed as broadly as possible in favor of the Township of Green.

Contractor acknowledges that it is an Independent Contractor and is responsible for all damage, loss or injury to personal property that may arise or be incurred during the conduct of the work.

Article VI: Assignment or Subletting: Contractor covenants and agrees not to assign or sublet the work specified or covered under the terms of this Contract without the prior written approval of the Township of Green.

Article VII: Affirmative Action Requirements: The parties to this Contract agree that the provisions of N.J.S.A. 10:2-1 et seq., dealing with discrimination in employment on public contracts and the rules and regulations promulgated in accordance with those statutes are binding on the parties and are made a part of this contract as if set forth herein at length. The contractor agrees to comply with all Federal affirmative action requirements, including but not limited to Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of State. The contractor shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Article VIII: Performance and Payment Bond: Contractor upon signing this Contract shall execute a one hundred (100%) percent performance and payment bond to the Township of Green. The bond shall be executed by a responsible bonding company in good financial standing and authorized to do business in the State of New Jersey and must be posted and presented to the Township of Green upon signing this Contract. Failure of Contractor to provide the performance and payment bond upon signing this Contract shall constitute a breach of contract. Contractor will be responsible for all damages incurred by the Township of Green, if it defaults. The Township of Green's recourse is not limited solely to seeking payment under the bid bond.

Article IX: Breach of Contract: Contractor's failure to perform under this Contract, including, but not limited to failing to sign the Contract within twenty-one (21) days after the award of the Contract, or failure to perform in conformity with this Contract or otherwise, shall constitute breach of this Contract and shall result in Contractor being responsible for all damages incurred by the Township of Green. Contractor shall also be responsible for all reasonable attorney's fees and costs incurred by the Township of Green in enforcing the terms of this Contract.

Article X: Warranties: Contractor warrants that all work performed shall be in accordance with all applicable laws and regulations regarding the work. The Contractor shall guarantee that the materials and workmanship shall be free of defects for a period of two (2) years from the date of completion of the work and the contractor shall provide a two (2) year maintenance bond equal to 100% of the contract price to the Township upon the substantial completion of the work.

Article XI: Buy American: The Township of Green specifically directs the Contractor's attention to N.J.S.A. 40A:13. This statute requires the Contractor to use components and parts manufactured in the United States; where available.

Article XII: Binding Nature of Agreement: This Contract shall be binding upon the Township of Green, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, administrators and assigns.

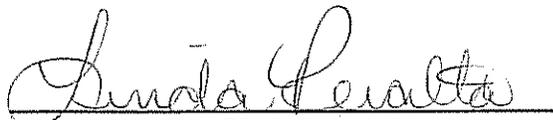
Article XIII: Legal Compliance: During the performance of this Contract, Contractor shall act and conform with all Municipal ordinances, state and federal rules,

regulations, statutes and directives, including, but not limited to any and all rules, regulations and statutes referred in the bid specifications.

Article XIV: Disputes: The parties agree that in the event of a dispute, any legal action instituted in this matter shall be in the Superior Court of New Jersey, Sussex County. The Contractor agrees and does hereby submit itself to the jurisdiction of the Court. This Contract is a New Jersey Contract and shall be construed and interpreted in accordance with the laws of the State of New Jersey.

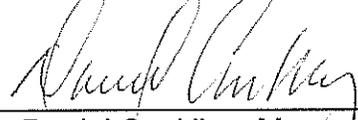
IN WITNESS WHEREOF, Green has caused this instrument to be signed by Daniel Conkling, Mayor; Attested by Linda Peralta, Clerk/Administrator; and an authorized officer of the Contractor has signed this contract and agrees to all its terms and conditions.

ATTEST:

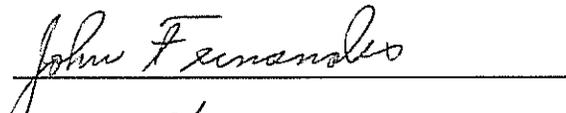

Linda Peralta, Clerk/Administrator

Dated: 9/9, 2014

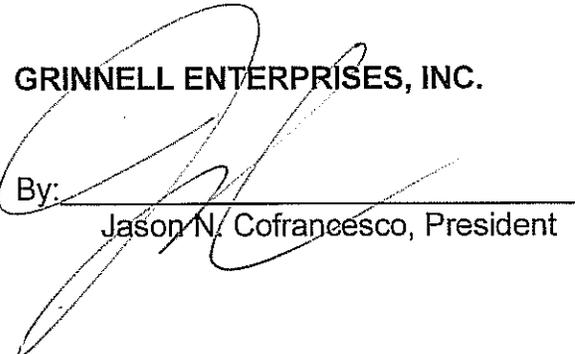
TOWNSHIP OF GREEN

By: 
Daniel Conkling, Mayor

ATTEST:


Dated: 9/22, 2014

GRINNELL ENTERPRISES, INC.

By: 
Jason N. Cofrancesco, President

**TOWNSHIP OF GREEN
ORDINANCE NO. 2014-11**

**AN ORDINANCE AUTHORIZING A LEASE OF MUNICIPAL PROPERTY
TO THE UNITED STATES POSTAL SERVICE FOR THE
TRANQUILITY POST OFFICE**

BE IT ORDAINED by the Township Committee of the Township of Green, in the County of Sussex, State of New Jersey, as follows:

Section 1. The Township of Green is hereby authorized to enter into a five (5) year lease with one five (5) year renewal option with the United States Postal Service for premises located at 28 Kennedy Road, designated as part of Block 16, Lot 22 on the Tax Maps of the Township of Green commonly known as the Tranquility Post Office. A copy of the proposed lease is on file with the Township Clerk for public inspection and the terms and conditions of the proposed lease are incorporated herein by reference.

Section 2. When Effective. This ordinance shall become effective upon passage and publication as required by law.

ATTEST:

Linda Peralta, RMC
Township Clerk

Daniel C. Conkling
Mayor, Green Township

cc: Linda Padula, CFO

Vote on Introduction:

	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	2nd ✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	✓			
Mr. Conkling	✓			

INTRODUCED: 09/08/2014
PUBLIC HEARING: 09/22/2014
ADVERTISED ADOPTION:

ADVERTISED INTRODUCTION:
ADOPTED:

**TOWNSHIP OF GREEN
ORDINANCE 2014-12**

**AN ORDINANCE APPROPRIATING THE SUM
OF \$10,000.00 FOR EQUIPMENT FOR THE
GREEN TOWNSHIP VOLUNTEER FIRE DEPARTMENT**

BE IT ORDAINED AND ENACTED by the Township Committee of the Township of Green, County of Sussex, State of New Jersey as follows:

SECTION 1:

The sum of \$10,000.00 presently located in the General Capital Fund - Reserve Account Fire Department Equipment/Fire Department Truck - is hereby appropriated for the purchase of equipment for the Green Township Volunteer Fire Department as follows:

Thermal Imaging Camera	\$ 6,250.00
Ice Rescue Equipment	\$ 3,750.00
TOTAL:	\$10,000.00

SECTION 2:

In connection with the amount authorized in Section 1 hereof, the Township makes the following determinations:

- 1) The purpose described in Section 1 hereof is not a Current Expense and is a purchase the Township of Green may lawfully make as a capital purchase.
- 2) The period of usefulness of the purpose described in Section 1 hereof is not in the limitation of said Local Bond law and according to the aggregate reasonable life thereof is five (5) years or longer.

SECTION 3:

All ordinances or parts of ordinances which are inconsistent with the terms of this ordinance be and the same hereby repealed to the extent of their inconsistency.

SECTION 4:

This capital ordinance shall take effect ten (10) days after the publication thereof after final adoption.

ATTEST:

TOWNSHIP OF GREEN

Linda Peralta, RMC
Township Clerk

Daniel C. Conkling
Mayor, Green Township

Vote on Introduction:

	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	1st ✓			
Mrs. Phillips	✓			
Mr. Reinbold	2nd ✓			
Mr. Conkling	✓			

INTRODUCED: 09/08/2014
PUBLIC HEARING: 09/22/2014
ADVERTISED ADOPTION:

ADVERTISED INTRODUCTION:
ADOPTED:

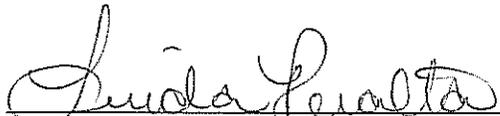
**RESOLUTION 2014-138
TOWNSHIP COMMITTEE - TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ**

BE IT RESOLVED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF GREEN IN THE COUNTY OF SUSSEX AND STATE OF NEW JERSEY that the List of Bills dated from 08/06/2014 to 09/02/2014 attached to and made a part of this Resolution is hereby accepted and approved for payment.

BE IT FURTHER RESOLVED that the Township Committee of the Township of Green that the List of Bills for the Developers Escrow Trust dated from 08/06/2014 to 09/02/2014 attached to and made a part of this Resolution is hereby accepted and approved for payment.

DATED: September 8, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Committee at a meeting held on September 8, 2014.


Linda Peralta, Township Clerk

Vote on Resolution:

	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	✓			
Mrs. Phillips	2nd ✓			
Mr. Reinbold	1st ✓			
Mr. Conkling	✓			

cc: Linda Padula, CMFO

List of Bills - CLEARING ACCOUNT (FUND 01 02 04 12 19)

Meeting Date: 09/08/2014 For bills from 08/06/2014 to 09/02/2014

Check#	Vendor	Description	Payment	Check Total
5095	33 - AT&T	PO 10583 August Telephone - Long Distance	95.79	95.79
5096	83 - American Wear	PO 10079 Uniform Cleaning DPW	532.50	532.50
5097	14 - Blue Diamond Disposal	PO 10132 2014 Solid Waste & Recycling Collec	10,725.00	10,725.00
5098	236 - Cahill's Farm	PO 10241 Park Gate	675.00	675.00
5099	1249 - CenturyLink	PO 10381 Fax line for Court Administrator	37.28	37.28
5100	1327 - Charles A Fineran Jr	PO 10560 Court Security Coverage	100.00	100.00
5101	917 - Chef's	PO 10496 Lunch for tax mailing	18.90	18.90
5102	1228 - Chelbus Cleaning Co., Inc.	PO 10096 2014 Cleaning Services	215.00	215.00
5103	962 - DPS Pump Service, LLC	PO 10554 Repair Septic pump	100.00	100.00
5104	1203 - Drugcheck Consulting	PO 10535 Drug testing	155.00	155.00
5105	1711 - Fastenal Company	PO 10545 Supplies DPW	9.08	9.08
5106	1007 - Finch Fuel Oil Co., Inc	PO 10103 Diesel Delivery-DPW	1,068.35	1,068.35
5107	1099 - Garden State Highway Products Inc.	PO 10522 Signs	770.66	770.66
5108	1443 - Harter Equipment, Inc	PO 10526 DPW equipment	148.02	148.02
5109	1443 - Harter Equipment, Inc	PO 10528 Loader parts	87.65	87.65
5110	82 - Hinkes, William	PO 10163 Prosecutor Serivces	1,441.67	1,441.67
5111	188 - Home Depot Credit Services	PO 10497 Drainge supplies	38.00	
		PO 10548 Paint supplies sign	112.86	150.86
5112	1603 - J. Caldwell & Associates	PO 6925 Land Use Ordinance revision	3,403.75	3,403.75
5113	1003 - JBR Sales & Rental, LLC	PO 10543 rental equip DPW	600.00	600.00
5114	190 - JCP&L	PO 10131 Street Lighting	43.37	
		PO 10140 Airport Electric	17.19	60.56
5115	763 - James P. Sloan, Esq.	PO 10110 Public Defender	600.00	600.00
5116	1748 - Kleiza Enterprises, Inc.	PO 10562 Septic pumping	580.00	580.00
5117	1632 - Laddey, Clark & Ryan LLP	PO 10561 Legal Services July	3,160.00	3,160.00
5118	127 - Lyn Paul Aaroe, Esq.	PO 10572 PB Meeting-Legal Fees	25.00	25.00
5119	1391 - Minisink Press	PO 10466 Land Development booklets	575.00	575.00
20	109 - Montague Tool & Supply Co, Inc.	PO 10568 Supplies DPW	60.80	60.80
5121	1587 - Mountainwood Spring Water LLC	PO 10581 Spring Water Delivery	26.25	26.25
5122	1169 - NAPA of Stanhope	PO 10529 truck parts DPW	14.90	14.90
5123	1403 - DCRP	PO 10081 Employer Group Life/Long Term Disab	15.25	15.25
5124	98 - NJ-Dept of Health and Senior Svs	PO 10173 Dog License fees	19.80	19.80
5125	90 - New Jersey Herald	PO 10576 Legal Ads- August	77.10	77.10
5126	1230 - Noble Designs & Co.	PO 10280 2014 Field maintenance and treatman	3,012.00	3,012.00
5127	1230 - Noble Designs & Co.	PO 10552 Evergreen Chemical Application	2,000.00	2,000.00
5128	931 - Office Business Systems	PO 10090 Maintenance Agreement	290.00	290.00
5129	165 - Oriental Trading Co.	PO 10565 prizes for GTD	458.04	458.04
5130	23 - Rowe & Company, Inc.	PO 10580 Truck parts DPW	58.28	58.28
5131	504 - Smith, Virginia	PO 10192 Reimbursement for Medicare Part B P	629.40	629.40
5132	326 - Spiegler, Maria C.	PO 10515 Medicare Part B reimbursement	104.90	104.90
5133	123 - Staples Business Advantage	PO 10566 August office Supplies	287.65	287.65
5134	94 - Suburban Consulting Engineers, Inc.	PO 9488 Concept plan for Municipal Parking	687.88	
		PO 9835 Ordinance work	239.75	
		PO 10571 Professional services 7/5-8/8/14	548.00	1,475.63
5135	624 - Suburban Propane	PO 10107 Propane Delivery-DPW	1,127.18	1,127.18
5136	157 - Sullivan, Patricia	PO 10191 Reimbursement for Medicare Part B P	629.40	629.40
5137	114 - Sussex County MJA	PO 10119 Municipal/Household waste	12,394.56	12,394.56
5138	179 - Sussex County Rental Center	PO 10542 Rental Equip DPW	330.00	
		PO 10550 popcorn Summer Rec	45.00	375.00
5139	1684 - Swiftreach Networks Inc.	PO 10544 Emergency Notification service	2,250.00	2,250.00
5140	182 - T.A. Mountford Company	PO 10558 Service Contract Copier	1,300.00	1,300.00
5141	389 - Tilcon New York, Inc.	PO 10559 stone DPW	349.41	349.41
5142	76 - Tomar Industries, Inc.	PO 10563 Janitorial supplies MB	424.30	424.30
5143	1538 - Ven-mar Sales, Inc.	PO 10546 Hardware DPW	966.94	966.94
5144	1727 - Verizon	PO 10332 Internet & computer equip	72.99	72.99
5145	34 - Verizon	PO 10579 August Telephone	884.24	884.24
5146	29 - Verizon Wireless	PO 10060 Cell Phone- OEM	93.15	93.15
5147	215 - Warren County Service Center Inc.	PO 10553 Chainsaw parts	197.55	197.55

TOTAL

54,929.79

List of Bills - CLEARING ACCOUNT (FUND 01 02 04 12 19)

Meeting Date: 09/08/2014 For bills from 08/06/2014 to 09/02/2014

Check#	Vendor	Description	Payment	Check Total
		Total to be paid from Fund 01 CURRENT FUND	54,177.11	
		Total to be paid from Fund 04 GENERAL CAPITAL	687.88	
		Total to be paid from Fund 12 ANIMAL FUND	19.80	
		Total to be paid from Fund 19 TRUST FUND	45.00	

			54,929.79	

Checks Previously Disbursed

9999	State of NJ Div of Pensions/Benefit	PO# 10077	Retiree Health Benefits	5,106.21	9/10/2014	
9999	State of NJ-Division of Pensions	PO# 10078	Active Employee Health Benefits	17,257.50	9/10/2014	
5094	Green Twp Board of Education	PO# 10056	School Taxes	683,724.83	9/02/2014	
9999	Payroll Account		8/29/2014	32,170.03	8/27/2014	
5093	MailFinance	PO# 10538	Lease for Postage Machine	240.00	8/20/2014	
5092	Treasurer, State of NJ/2003	PO# 10179	NJDEP Loan-Lk Tranquility Dam	19,279.23	8/19/2014	
5091	Treasurer, State of NJ/2003	PO# 10178	NJDEP Loan-Lk Tranquility Dam	13,742.35	8/19/2014	
5090	Green Township Seniors	PO# 10557	40th Anniversary	400.00	8/19/2014	
9999	Payroll Account		8/15/2014	29,670.69	8/13/2014	
9999	Green Township	PO# 10292	Municipal Open Space Tax	15,682.50	8/11/2014	
5089	Sussex County Treasurer	PO# 10115	2014 County Open Space Tax	2,504.40	8/11/2014	
5088	Sussex County Treasurer	PO# 10114	2014 County Library Tax	33,277.68	8/11/2014	
5087	Sussex County Treasurer	PO# 10113	2014 County Health Tax	13,958.66	8/11/2014	
5086	Sussex County Treasurer	PO# 10112	2014 County PurposeTax	497,699.88	8/11/2014	
5085	Green Twp Board of Education	PO# 10056	School Taxes	725,424.83	8/05/2014	
5079	NJ Advance Media	PO# 10512	Legal Ads bid Trinca	-196.72	8/11/2014	*VOIDED Duplicat
9999	State of NJ Div of Pensions/Benefit	PO# 10077	Retiree Health Benefits	2,605.87	8/11/2014	
9999	State of NJ-Division of Pensions	PO# 10078	Active Employee Health Benefits	19,025.25	8/11/2014	

				2,111,769.91		
				-196.72		*VOIDED

Total paid from Fund 01 CURRENT FUND	2,111,769.91

	2,111,769.91

Total for this Bills List: 2,166,699.70

**List of Bills - (1410101002) CASH - Sussex Bank
DEVELOPERS ESCROW TRUST**
Meeting Date: 09/08/2014 For bills from 08/06/2014 to 09/02/2014

ck#	Vendor	Description	Payment	Check Total
7158	520 - Suburban Consulting Engineers, Inc.	PO 10555 SE3040 Tremblay 14/1	160.50	
		PO 10556 DW1308, DW1310, DW7034	750.00	910.50
	TOTAL			----- 910.50
Total to be paid from Fund 14 DEVELOPERS ESCROW TRUST			910.50	
			=====	
			910.50	

**RESOLUTION 2014-139
TOWNSHIP COMMITTEE - TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ**

BE IT RESOLVED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF GREEN IN THE COUNTY OF SUSSEX AND STATE OF NEW JERSEY that the List of Bills for the Developers Escrow Trust dated from 09/02/2014 to 09/02/2014 attached to and made a part of this Resolution is hereby accepted and approved for payment.

DATED: September 8, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Committee at a meeting held on September 8, 2014.


Linda Peralta, Township Clerk

cc: Linda Padula, CFO

Record of Vote:

	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN	ABSENT
Mr. Chirip				✓
Mr. Kurzeja	2nd ✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold			✓	
Mr. Conkling	✓			

cc: Linda Padula, CMFO

