



AGENDA

**LEBANON BOROUGH COMMON COUNCIL
6 HIGH STREET
LEBANON, NEW JERSEY 08833
Monday, June 1, 2020
2 pm**

1. CONVENE

This meeting is being held in accordance with the provisions of the Open Public Meetings Act. Adequate notice has been given by posting a notice on the main Bulletin Board of the Lebanon Borough Municipal building located at 6 High Street, Lebanon, New Jersey, a public place reserved for such announcements. A copy was sent to the Hunterdon County Democrat, Courier News and Hunterdon Review, newspapers designated to receive such notices.

PLEASE TAKE NOTICE that the Borough of Lebanon Governing Body will conducted a VIRTUAL PUBLIC HEARING on June 1, 2020 at 2 p.m.

The hearing was held as a virtual hearing to protect the health, safety and welfare of residents, municipal officials, municipal employees and consultants in response to the COVID-19 public health emergency.

The link to the virtual hearing was on the Borough of Lebanon website at least 48 hours prior to the hearing: www.lebanonboro.com . For those with no internet access, a phone number and code will also be included on the meeting agenda which will be posted on the Borough of Lebanon website at least 48 hours prior to the hearing: www.lebanonboro.com .

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. MOMENT OF SILENCE:

5. RESOLUTIONS:

81-2020	Amended Resolution LPI Newsletter
82-2020	Ben Shaffer 100 yards of Mulch for Park
83-2020	Balaney Mulch installation
84-2020	Balaney Park Parking Lot Repair

6. MISCELLANEOUS

Park School

7. ADJOURN



**BOROUGH OF LEBANON
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

RESOLUTION 81-2020

**AMENDED RESOLUTION GRANTING A CONCESSION AND
AGREEMENT FOR THE PUBLICATION OF THE "LEBANON
BOROUGH LANTERN" NEWSLETTER**

WHEREAS, pursuant to the Local Public Contracts Law NJSA 40A:11-1 et seq. a Municipality may grant a license in the form of a concession to act for or on behalf of the Municipality, in providing needed public services; and

WHEREAS, pursuant to the New Jersey Administrative Code, NJAC 5:39-9.4 et seq, guidance and standards are established for such governmental concessions which may involve a payment or exchange in providing services including specifically the right to publish a newsletter, directory and/or calendar of the Municipality; without royalties; and

WHEREAS, the Governing Body has researched various mechanisms to enhance its communications with the citizens of the Borough and determined that a communication-concession under the Statutes and Administrative Code are in the best interests of the Municipality for the quarterly publication of the "Lebanon Borough Lantern".

NOW THEREFORE BE IT RESOLVED, that the Borough Council of the Borough of Lebanon, makes the following findings, and based thereon hereby authorizes the granting of a concession with regard to publication of the "Lebanon Borough Lantern" in accordance with NJAC 5:39-9.4 et seq. and as hereinafter more particularly set forth:

- I. There is a public need to expand, and more efficiently and cost effectively, revise and continue all aspects of the "Lebanon Borough Lantern" community newsletter publication.

- II. The concession awarded is the production and printing of the “Lebanon Borough Lantern” Newsletter on a minimum, quarterly basis, with 1000 copies, full color covers and pages, collated and stapled, with graphic art design, on-line technical support, free access to publishers software and other like services.
- III. The consideration and benefits to the Municipality include a cost savings in production and enhancement of the existing “Lebanon Borough Lantern” by a company providing professional production of the publication, better exposure for community advertisers, with potential for Municipal sharing of excess advertising revenue.
- IV. An estimate of the total value of the concession is \$15,000.00.
- V. The services to be received are set forth in the concession/publishing services contract and addendum attached hereto and include the production of the publication, ready for delivery.
- VI. Quotations for publishing services resulted in one qualified proposal.
- VII. The estimated cost of the Municipality as part of the concession are the same labeling and postage charges presently expended and not expected to exceed \$1,500/year.
- VIII. The Municipality will provide the publishing company with an internet connection, desk space and a telephone from which to solicit advertisers for a limited period.
- IX. The concession is being procured by informal quotation.

BE IT FURTHER RESOLVED, that the Mayor, Council President, and Clerk are hereby authorized to enter into a Concession-Publishing Services Contract on behalf of the Borough of Lebanon for the publication of the “Lebanon Borough Lantern” with Liturgical Publications, Inc. (“LPI”) for a period of two years (8 publications), subject to renewal as mutually agreed upon by the parties, and in a form of Contract approved by the Borough Attorney.

Introduced and adopted: June 1, 2020

Ayes: :

Nays:

Absent:

LEBANON BOROUGH COUNCIL

Richard J. Burton, Council President

ATTEST: _____
Karen Romano, Adm/Clerk

CERTIFICATION

I, Karen M. Romano, Lebanon Borough Municipal Clerk hereby certify that this resolution was duly adopted by the Council of the Borough of Lebanon at a meeting duly held on the 1st day of June 2020; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.

Date: June 1, 2020

Karen Romano, RMC
Administrator/Clerk

ADDENDUM TO PUBLISHING SERVICE AGREEMENT

BY AND BETWEEN THE BOROUGH OF LEBANON (LEBANON), LEBANON, NEW JERSEY
AND LITURGICAL PUBLICATIONS, INC. (LPI)

1. The LPI one page document entitled "Partnership Agreement" is amended as follows effective May 29, 2020:
 - (a) The title "Partnership Agreement" is eliminated inasmuch as there is no partnership between the parties. The document shall be titled "SALES CAMPAIGN RIDER".
 - (b) The 3rd bullet-point re: insertion in a current newsletter is eliminated as there will be no such document until the newsletter is produced under this Agreement.
 - (c) The 4th bullet-point information will be supplied only in response to an Open Public Records Act (OPRA) request from LPI.
 - (d) Lebanon will provide an introductory letter for LPI to use in their advertising sales campaign.
2. Section II SERVICES of the Agreement, first paragraph, shall further provide, in the event of a termination by LPI, a refund to each advertiser shall be paid by LPI for all unearned (unprinted) publications of the newsletter.
3. Section II SERVICES, Subsection B Royalties, shall be eliminated.
4. The Borough of Lebanon shall retain the exclusive, proprietary rights to the newsletter name, "LEBANON BOROUGH LANTERN".
5. The schedule of advertising rates and advertisers agreement shall be mutually agreed upon by the parties prior to each publication year and included as a continuing Exhibit to this Agreement.
6. LPI agrees to indemnify and save harmless Lebanon Borough and its governing body, officials, agents and employees against and for all suits and costs of every description and including attorney's fees, which may be brought, arising out of, or resulting from the work of LPI, its agents, employees, subcontractors, or like persons, and that are the subject of and services under this Agreement. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law. Any and all general liability insurance

policies, of whatever nature, shall be endorsed and name the Borough of Lebanon as an additional insured.

7. LPI shall retain full and editorial responsibility and control for, and of advertising, advertiser's ad copy, and the publication thereof.
8. The Contract between the parties shall be comprised of the Publishing Service Agreement, the Sales Campaign Rider, this ADDENDUM to the Publishing Service Agreement, and Exhibits as outlined in #5 above.
9. Should there be a conflict in terms between the Publishing Service Agreement and this Addendum, the parties agree that this Addendum shall control.
10. This Agreement is entered into with the Borough of Lebanon, a Municipal entity of the State of New Jersey and shall be governed by New Jersey law.

The Borough of Lebanon

Liturgical Publications Inc.

By: _____
James Pittinger, Mayor

By: _____
Susan Gostissa 390.0
Communication Consultant/Authorized Agent

By: _____
Richard Burton, Council President



**BOROUGH OF LEBANON
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

RESOLUTION #82-2020

Ben Shaffer 100 yards of Mulch

WHEREAS, the governing body has the need to obtain 100 yards of Playground Certified Mulch to maintain the requirements of the State:

WHEREAS, being the Morris County Coop certified Playground Mulch State Contract the was quote given to Ben Shaffer Recreation Inc. PO Box 844 Lake Hopatcong, NJ 07849 and;

NOW THEREFORE, BE IT RESOLVED by the Council of the Borough of Lebanon with regard to the Park Playground Mulch contract with Ben Shaffer Recreation Inc. PO Box 844 Lake Hopatcong, NJ 07849 for a sum not-to-exceed \$1895.00.

Introduced and adopted: June 1, 2020

LEBANON BOROUGH COUNCIL

Ayes:

Nays: 0

Absent: 0

Richard J. Burton, Council President

ATTEST:

CERTIFICATION

I, Karen M Romano, Lebanon Borough Administrator/Clerk hereby certify that this resolution was duly adopted by the Borough of Lebanon Common Council at a meeting duly held on the 1st day of June 2020 ; that this resolution has not been amended or repealed; and that it remains in full force and effect as of the date I have subscribed my signature.

Date: June 1, 2020

Karen M. Romano, RMC, CMR
Lebanon Borough Administrator/ Clerk

Ben Shaffer Recreation Inc

PO Box 844
 Lake Hopatcong, NJ, 07849
 973-663-2021 Fax 973-663-4615
 1-800-953-2021
www.benshaffer.com



**BEN
 SHAFFER
 RECREATION**

Park, Playground & Streetscape Solutions
 Serving NJ Since 1921

Lebanon Borough
 Karen Romano
 6 High St
 Lebanon NJ 08833

MCCPC

PROPOSAL

As requested, we are pleased to quote the following using MCCPC Contract #42:		Date	Proposal #	Terms	Associate	
		5/28/2020	SFB2Q6014	Net 30	Scott2	
Qty	Part #	Manufacturer	Description	List Price	Coop Price	Ext. Price
100	EWFD100	RRS	Certified Engineered Wood Fiber delivered to one location	\$18.95	\$18.95	\$1,895.00
					Freight*	\$0.00
Project: Playground Surfacing					Total	\$1,895.00

***The above items are priced in accordance with MCCPC Contract #42. Delivery is included in pricing for addresses within Morris County.**

Approximate delivery time is 4-6 weeks after receipt of order.

IMPORTANT PAYMENT INFORMATION:

Please make your Purchase Order payable to "Ben Shaffer Recreation Inc."

When placing your order, kindly advise whom the trucker should notify to schedule delivery. The trucker will make one contact and that person must inform any other parties to coordinate delivery.

Please contact me if I can be of further assistance.



SBE Certified

Yours truly, _____



**BOROUGH OF LEBANON
COUNTY OF HUNTERDON
STATE OF NEW JERSEY
RESOLUTION NO. 83-2020**

**BALANEY CONTRACTING LLC
Park Mulch Installation**

WHEREAS the Borough finds the need to install mulch to maintenance Borough Park;
and

WHEREAS, a quotation package was prepared, and two quotes were solicited, Balaney Contracting, LLC 1 Shipman Rd. Stewartsville, NJ 08886 being the contractor to be awarded the contract to install the 100 yards of mulch in the Borough Park: and

WHEREAS, the quote has been reviewed and it has been determined that the quote is a qualified provider of such services.

NOW THEREFORE BE IT RESOLVED by the Lebanon Borough Council that a contract for the provision of maintenance to the Borough Park be entered into with Balaney Contracting, LLC not to exceed \$2,265.00.

BE IT FURTHER RESOLVED that the Mayor, Council President and Administrator/Clerk are authorized to execute such Contract on behalf of the Borough of Lebanon.

Introduced and adopted June 1, 2020:

Ayes:

Nays: 0

Absent: 0

Richard J. Burton, Council President

ATTEST: _____

CERTIFICATION

I, Karen M. Romano, Lebanon Borough Administrator/ Clerk hereby certify that this resolution was duly adopted by the Borough of Lebanon Council at a meeting duly held on the June 1, 2020 force and effect as of the date I have subscribed my signature.

Date : June 1, 2020

Karen M. Romano, RMC
Borough Administrator/Clerk



Balaney Contracting, LLC

PO BOX 916 Green Brook, NJ 08812

O: (732)-529-6600 F: (732)-529-6599

www.balaneycontracting.com

BUILDmagazine

2019 WINNER - EXCELLENCE IN LANDSCAPE RENOVATION

PROPOSAL/CONTRACT

DATE	PROPOSAL #
5/28/2020	P-20-079
TOTAL COST OF JOB: \$ 2,265.00	

BOROUGH OF LEBANON
6 HIGH ST
LEBANON, NJ 08833
CLERK@LEBANONBORO.COM

DESCRIPTION	COST
Labor to install approximately 100 yards of playground mulch.	\$ 2,265.00
TOTAL COST:	\$ 2,265.00

* Work to begin within _____ days of _____ and completed within _____ days/weeks, weather permitting.

* Payment terms: 1/2 Deposit before work begins FULL Balance due upon completion

* A copy of Balaney Contracting, LLC's certificate of commercial general liability insurance is available upon request.

The telephone number of the insurance company issuing the certificate is 732-968-0940.

* By executing this proposal/contract, you acknowledge that you have read and you accept this proposal and all terms and conditions set forth on the reverse side.

****SALES TAX MAY APPLY****

****IF YOU CHOOSE TO PAY WITH A CREDIT CARD, THERE WILL BE A 3% FEE ADDED.****

Customer Signature

Date

Balaney Contracting, LLC

Date

NOTICE TO CONSUMER: You may cancel this contract at any time before midnight of the third business day after receiving a copy of this contract. If you wish to cancel this contract, you must either (1) send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested, or (2) personally deliver a signed & dated written notice of cancellation to Balaney Contracting, LLC PO BOX 916 Green Brook, NJ 08812 (732)-529-6600

* If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice. FOR MORE INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

Balaney Contracting, LLC

PO BOX 916 Green Brook, NJ 08812

O: (732)-529-6600 F: (732)-529-6599

www.balaneycontracting.com

DISCLAIMERS

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the below specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

DAMAGE WAIVER: Our equipment is heavy. Since we need to access different locations on the property (we have no knowledge of soil compensation, wet sites, driveway preparation, thickness of asphalt, age of driveway and sidewalk, etc.), Balaney Contracting, LLC will not be responsible for repairs should soil, driveway and/or sidewalk damage occur. Any underground utilities including, but not limited to, electrical, telephone, gas, cable, water, sewer, must be clearly marked. In addition, all owner-installed accessories such as, but not limited to, irrigation, ornamental lighting, invisible fences, must also be disclosed and marked. Balaney Contracting, LLC will not be responsible for these repairs should they occur. A mark out service that identifies all underground utilities is offered to you as a customer, free of charge, upon request.

INITIAL _____



**BOROUGH OF LEBANON
COUNTY OF HUNTERDON
STATE OF NEW JERSEY
RESOLUTION NO. 84-2020**

**BALANEY CONTRACTING LLC
Park Parking Lot Repair**

WHEREAS the Borough finds the need to install millings and ¾" DGA Stone to maintenance the Borough Park Parking Lot; and

WHEREAS, a quotation package was prepared, Balaney Contracting, LLC 1 Shipman Rd. Stewartsville, NJ 08886 being the contractor to be awarded the contract to install the 16 Tons of Millings and 50 tons of ¾ " DGA Stone in the Borough Park Parking Lot; and

WHEREAS, the quote has been reviewed and it has been determined that the quote is a qualified provider of such services.

NOW THEREFORE BE IT RESOLVED by the Lebanon Borough Council that a contract for the provision of maintenance to the Borough Park Parking Lot be entered into with Balaney Contracting, LLC not to exceed \$3,990.00.

BE IT FURTHER RESOLVED that the Mayor, Council President and Administrator/Clerk are authorized to execute such Contract on behalf of the Borough of Lebanon.

Introduced and adopted June 1, 2020:

Ayes:

Nays: 0

Absent: 0

Richard J. Burton, Council President

ATTEST: _____

CERTIFICATION

I, Karen M. Romano, Lebanon Borough Administrator/ Clerk hereby certify that this resolution was duly adopted by the Borough of Lebanon Council at a meeting duly held on the June1, 2020 force and effect as of the date I have subscribed my signature.

Date: June 1, 2020

Karen M. Romano, RMC
Borough Administrator/Clerk



Balaney Contracting, LLC

PO BOX 916 Green Brook, NJ 08812

O: (732)-529-6600 F: (732)-529-6599

www.balaneycontracting.com

BUILDmagazine

2019 WINNER - EXCELLENCE IN LANDSCAPE RENOVATION

PROPOSAL/CONTRACT

DATE	PROPOSAL #
5/28/2020	P-20-078
TOTAL COST OF JOB: \$ 3,990.00	

BOROUGH OF LEBANON
6 HIGH ST
LEBANON, NJ 08833
CLERK@LEBANONBORO.COM

DESCRIPTION	COST
Supply and install approximately 16 tons of screened millings to repair eroded areas adjacent playground walkway and other various areas. Supply and install approximately 50 tons of 3/4" DGA stone throughout driveway and parking areas adjacent park and playground. Reposition and anchor existing railroad ties.	\$ 3,990.00
TOTAL COST:	\$ 3,990.00

* Work to begin within _____ days of _____ and completed within _____ days/weeks, weather permitting.

* Payment terms: 1/2 Deposit before work begins FULL Balance due upon completion

* A copy of Balaney Contracting, LLC's certificate of commercial general liability insurance is available upon request.

The telephone number of the insurance company issuing the certificate is 732-968-0940.

* By executing this proposal/contract, you acknowledge that you have read and you accept this proposal and all terms and conditions set forth on the reverse side.

****SALES TAX MAY APPLY****

****IF YOU CHOOSE TO PAY WITH A CREDIT CARD, THERE WILL BE A 3% FEE ADDED.****

Customer Signature

Date

Balaney Contracting, LLC

Date

NOTICE TO CONSUMER: You may cancel this contract at any time before midnight of the third business day after receiving a copy of this contract. If you wish to cancel this contract, you must either (1) send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested, or (2) personally deliver a signed & dated written notice of cancellation to Balaney Contracting, LLC PO BOX 916 Green Brook, NJ 08812 (732)-529-6600

* If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice. FOR MORE INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

Balaney Contracting, LLC

PO BOX 916 Green Brook, NJ 08812

O: (732)-529-6600 F: (732)-529-6599

www.balaneycontracting.com

DISCLAIMERS

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the below specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

DAMAGE WAIVER: Our equipment is heavy. Since we need to access different locations on the property (we have no knowledge of soil compensation, wet sites, driveway preparation, thickness of asphalt, age of driveway and sidewalk, etc.), Balaney Contracting, LLC will not be responsible for repairs should soil, driveway and/or sidewalk damage occur. Any underground utilities including, but not limited to, electrical, telephone, gas, cable, water, sewer, must be clearly marked. In addition, all owner-installed accessories such as, but not limited to, irrigation, ornamental lighting, invisible fences, must also be disclosed and marked. Balaney Contracting, LLC will not be responsible for these repairs should they occur. A mark out service that identifies all underground utilities is offered to you as a customer, free of charge, upon request.

INITIAL _____