



LEBANON BOROUGH COMMON COUNCIL  
Wednesday, February 21, 2018

The Regular Meeting of the Lebanon Borough Common Council was called to order by Mayor Michael F. Reino at 7:30 pm.

The meeting was convened in compliance with the Open Public Meeting Act of 1975; notice was sent to three local newspapers and posted on the bulletin board at Borough Hall.

**PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by Mayor Reino.

**MOMENT OF SILENCE:**

As of today, a total 8398 of American Service Members have given their lives for our Country in the war against terrorism, New Jersey total remains at 157. Mayor Reino requested a moment of silence in remembrance of all the service men and women who have paid the ultimate sacrifice. On behalf of a grateful nation, they are truly heroes.

**ROLL CALL:**

Present: Mayor Reino, Council President Burton , Councilman Piagentini, Councilman Berger, Councilman Junge, Councilman Schneider  
and Councilwoman Baldinger

Absent: None

Also Present: Administrator /Clerk Karen M Romano RMC  
and Attorney Joseph Novak Esq.

**RESOLUTION #57-2018:**

**Councilman Berger made a motion to approve Resolution 57-2018 the Consent Agenda.  
With a second by Councilman Junge.**

**BOROUGH OF LEBANON**

**COUNTY OF HUNTERDON  
STATE OF NEW JERSEY**

**RESOLUTION # 57-2018  
CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Governing Body of Lebanon Borough and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired that item may be removed from the Consent Agenda and considered separately.

1. Tax Collector Annual Report for 2017
2. Meals of Wheels
3. Finance Monthly Report
4. HC Agriculture Board
5. Tax Assessor Report

Introduced and adopted: February 21, 2018

Ayes: Burton, Berger, Junge, Piagentini, Schneider, Baldinger

Absent: 0

LEBANON BOROUGH COUNCIL

\_\_\_\_\_  
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 February 21, 2018 force and effect as of the date I have subscribed my signature.

Date: February 21, 2018

\_\_\_\_\_  
Karen M. Romano, RMC  
Borough Administrator/Clerk

**The Motion was passed by the following vote:**

YES: Council President Burton, Councilman Piagentini, Councilman Berger,  
Councilman Junge, Councilman Schneider and Councilwoman Baldinger

NO: None

ABSTAIN: None

ABSENT: None

**APPROVAL OF MINUTES:**

**Councilman Piagentini made a motion to approve the January minutes. With a second by Councilman Berger.**

**The Motion was passed by the following vote:**

YES: Council President Burton, Councilman Piagentini, Councilman Berger, Councilman Junge, Councilman Schneider and Councilwoman Baldinger

NO: None

ABSTAIN: None

ABSENT: None

**APPROVAL OF EXPENDITURES:**

**Councilman Berger made a motion to approve the bill list for February 2018. Councilman Piagentini second the motion.**

List of Bills - (All Funds)

Meeting Date: 02/21/2018 For bills from 01/17/2018 to 02/16/2018

Vendor	Description	Payment	Check Total
<b>Current Fund</b>			
334 - ALEXANDER SAHARIC	PO 8850 Television for 96 Main Street	226.28	226.28
466 - ANIMAL CONTROL SOLUTIONS, LLC	PO 8857 Animal Control Coverage 2018	750.00	750.00
589 - AUTOMATIC TEMPERATURE CONTROL SVCS,	PO 8838 HVAC CONTRACT, CUST 1-3049	836.50	836.50
745 - BALANEY CONTRACTING LLC	PO 8791 Snow Removal 1/04/18 & 1/08/18	5,969.00	
	PO 8839 SNOW REMOVAL SVCS FOR FEBRUARY 2018	3,984.50	9,953.50
746 - BETHLEHEM TOWNSHIP	PO 8836 Shared Service -CFO January 2018	2,141.18	
	PO 8837 Shared Service -CFO February 2018	2,141.18	4,282.36
247 - COMCAST	PO 8826 96 Main St. Telephone January 2018	148.30	
	PO 8827 6 High St. January 2018 Telephone	261.86	410.16
652 - CONSTELLATION NEWENERGY INC	PO 8808 Electric Service	1,866.07	1,866.07
132 - COUNTY OF HUNTERDON	PO 8853 County Food License Inspection 4th	400.00	400.00
152 - NEW JERSEY PRESS MEDIA, LLC	PO 8835 LEGAL AD, ACCT ASB-40001200	65.94	65.94
365 - CTS	PO 8840 PAYROLL SERVICES FOR 1/31/18 CUST 7	50.04	50.04
39 - ELIZABETHTOWN GAS	PO 8809 Natural Gas - ACCT 2635600594/68223	1,167.99	1,167.99
787 - Emergency Equipment Sales	PO 8858 Ladder Truck Repair	10,000.00	10,000.00
46 - FERRIERO ENGINEERING	PO 8792 MISC. ENGINEERING SVCS FOR DEC 2017	880.42	880.42
46 - FERRIERO ENGINEERING	PO 8841 ENGINEERING SVCS, INV 79088/79090	1,831.50	1,831.50
127 - GARDEN STATE HIGHWAY PRODUCTS, INC	PO 8855 Dead End Signs	90.00	90.00
769 - Great America Financial Services	PO 8793 PHONE SYSTEM LEASE, 008-1223806-000	101.19	101.19
83 - HORIZON BLUE CROSS BLUE SHIELD NJ	PO 8798 DENTAL SVCS FOR FEBRUARY 2018, ACCT	201.31	201.31
16 - JCPAL	PO 8795 ELECTRIC SVC, ACCT 100064140559/352	135.97	
	PO 8796 STREET LIGHTING, ACCT 10002394141/	87.07	
	PO 8810 ELECTRIC SVC, ACCT 200000052726	468.25	691.29
597 - JERSEY ELEVATOR COMPANY INC.	PO 8797 FULL MAINTENANCE SVC FOR JAN 2018,	137.63	
	PO 8831 FULL MAINTENANCE SVC FOR Feb 2018,	137.63	275.26
167 - KAREN ROMANO	PO 8789 REIMBURSE FOR LUNCH	68.96	68.96
167 - KAREN ROMANO	PO 8842 REIMBURSE FOR OFFICE SUPPLIES	186.70	186.70
167 - KAREN ROMANO	PO 8856 Reimbursement Cell Phone February 2	100.00	100.00
557 - LANDMARK FIRE PROTECTION, INC.	PO 8811 1ST QTR TESTING OF SPRINKLER SYSTEM	459.50	
	PO 8821 SERVICE CALL , CUST LEBANO	1,470.55	1,930.05
559 - LANZA & LANZA LLP	PO 8825 Lebanon Boro vs. SSP Architectural	8,592.50	8,592.50
59 - LEBANON BOROUGH BOARD OF EDUCATION	PO 8812 School Taxes February 2018	265,483.30	265,483.30
90 - LEBANON SEWER AUTHORITY	PO 8843 ANNUAL SEWER PAYMENT, ACCT 2865	446.00	446.00
90 - LEBANON SEWER AUTHORITY	PO 8844 96 MAIN ST ANNUAL SEWER PAYMENT, AC	446.00	446.00
90 - LEBANON SEWER AUTHORITY	PO 8845 88 MAIN ST ANNUAL SEWER PAYMENT, AC	446.00	446.00
9 - MUNICIPAL SOFTWARE, INC	PO 8815 2018 ANNUAL SUPPORT, INV 0005306	5,556.85	5,556.85
253 - NEW JERSEY STATE POLICE	PO 8816 Police Services December 2017	2,738.96	2,738.96
54 - NJ ADVANCE MEDIA	PO 8794 LEGAL ADS, ACCT 1160904	231.65	231.65
40 - NJ PLANNING OFFICIALS	PO 8800 2018 MEMBERSHIP DUES	325.00	325.00
224 - NJ SHADE TREE FEDERATION	PO 8834 2018 MEMBERSHIP DUES, INV M2018-120	95.00	95.00
31 - NOVAK & NOVAK LLC	PO 8859 Legal Services February 2018	3,350.00	3,350.00
233 - PITNEY BOWES	PO 8846 POSTAGE MACHINE LEASE, ACCT 0010904	75.00	75.00
28 - PREMIER DISPOSAL, INC	PO 8824 Garbage Disposal JANUARY 2018	4,843.57	4,843.57
20 - QUILL CORPORATION	PO 8801 OFFICE AND CLEANING SUPPLIES, ACCT	175.39	
	PO 8847 OFFICE SUPPLIES, ACCT C816685	234.71	410.10
48 - RECORDER PUBLISHING CO., INC	PO 8822 LEGAL AD - TAX LIST MTG, ACCT 00079	11.63	11.63
176 - SHOPRITE OF HUNTERDON COUNTY	PO 8802 MISC GROCERIES - ACCT 0025	209.38	209.38
369 - STICKEL ROENIG & SULLIVAN & DRILL L	PO 8854 Planning Board Services January 201	41.25	41.25
765 - Tele Choice, LLC	PO 8848 MONTHLY TELEPHONE MAINTENANCE CHG F	230.54	230.54
43 - TOWN OF CLINTON	PO 8828 FIRE HYDRANT WATER BILLING, ACCT 81	100.67	100.67
348 - WALL ENERGY SERVICES, LLC	PO 8806 HVAC LABOR, INV 62098	157.50	157.50
718 - WIKING PEST CONTROL	PO 8839 Pest Control January 2018 - Acct 12	100.00	100.00
11 - VITAL SERVICES GROUP	PO 8817 TAX MASTER FILE, INV 70341	100.00	100.00
27 - WASTE MANAGEMENT OF NJ INC	PO 8820 TRASH REMOVAL SVCS FOR JANUARY, CUS	3,915.20	3,915.20

FEDERAL AND STATE GRANTS				
715 - Maser consulting P.A.	PO 8650	HIGHLAND CTR FEASIBILITY STUDY, PRO	198.00	
	PO 8718	Highlands Center Feasibility Study	132.00	330.00
GENERAL CAPITAL FUND				
46 - FERRIERO ENGINEERING	PO 8807	ENGINEERING SVCS FOR ROAD WORK	4,054.00	4,054.00
46 - FERRIERO ENGINEERING	PO 8849	CENTRAL STREET DRAINAGE/WALL COLLAP	380.00	380.00
ANIMAL CONTROL FUND				
466 - ANIMAL CONTROL SOLUTIONS, LLC	PO 8830	Animal Control Coverage 2018	2,000.00	2,000.00
321 - NJ DEPT OF HEALTH & SENIOR SVCS	PO 8851	Animal License Fee January 2018	168.00	168.00
SENIOR CITIZEN FUND				
663 - DAVID A. TENNY SR. DBA/TRIPLE D TRA	PO 8805	SANDS CASINO TRIP FOR NOV 13, 2018	100.00	100.00
140 - HUNTERDON HILLS PLAYHOUSE	PO 8833	SENIOR TRIP - ST. PATRICKS DAY CELE	2,074.70	2,074.70
786 - MRS. NANCY MYERS	PO 8814	REIMBURSE FOR GUEST PAYMENT	61.00	61.00
DEVELOPERS ESCROW				
46 - FERRIERO ENGINEERING	PO 8852	Engineering Services January 2018	137.00	137.00
369 - STICKEL KOENIG & SULLIVAN & DRILL L	PO 8804	PLANNING BD - RAND & MURPHY DOLL HO	940.50	940.50
UNEMPLOYMENT TRUST				
319 - STATE OF NEW JERSEY	PO 8803	OUTSTANDING LIABILITY CHG	458.77	458.77
TOTAL				344,975.59
Total to be paid from Fund 01 Current Fund		334,271.62		
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS		330.00		
Total to be paid from Fund 04 GENERAL CAPITAL FUND		4,434.00		
Total to be paid from Fund 12 ANIMAL CONTROL FUND		2,168.00		
Total to be paid from Fund 13 SENIOR CITIZEN FUND		2,235.70		
Total to be paid from Fund 14 DEVELOPERS ESCROW		1,077.50		
Total to be paid from Fund 16 UNEMPLOYMENT TRUST		458.77		
		=====		344,975.59

Checks Previously Disbursed

212018	DEPOSITORY TRUST CO	PO# 8789	Payment of Bond Principal February	145,000.00	2/16/2018
2012018	DEPOSITORY TRUST CO	PO# 8790	Payment of Bond Interest February	56,637.25	2/16/2018
12018	BOROUGH OF LEBANON-EMAIL SERVICE	PO# 8787	Email Service January 2018	168.70	2/12/2018
22018	BOROUGH OF LEBANON-EMAIL SERVICE	PO# 8788	Email Service February 2018	165.50	2/12/2018
20180215	LEBANON BOROUGH PAYROLL		PAYROLL 2/15/2018	11,949.97	2/05/2018
21518	NJ STATE HEALTH BENEFITS PLAN	PO# 8819	Employee Health Benefits January 2	4,283.43	2/02/2018
20180131	LEBANON BOROUGH PAYROLL		PAYROLL 1/31/2018	9,920.00	1/29/2018
				-----	
				227,624.85	

Total paid from Fund 01 Current Fund 227,624.85  
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227,624.85

Total for this Bills List: 572,600.

**The Motion was passed by the following vote:**

YES: Council President Burton, Councilman Piagentini, Councilman Berger, Councilman Junge, Councilman Schneider and Councilwoman Baldinger

NO: None

ABSTAIN: None

ABSENT: None

**OPEN PUBLIC SESSION:**

**Council President Burton made a motion to open the public session. Councilman Junge seconded the motion with the unanimous approval of Council the floor was opened.**

Trooper Sanderson report that everything was quite in Lebanon. He also stated they would be doing more "Active Shooter" Drills in LBS

Madeline Nolan of the Grist Mill reported potholes on Clark Road. She also asked Attorney Novak and Karen if the By-Laws for the Senior Club were ready.

There being no further public comment Councilman Berger made a motion to close the public session. Councilman Junge seconded the motion with the unanimous approval of Council the floor was closed.

**STREET OPENING: 87 Brunswick Ave and Maple Ave**

Councilman Junge made a motion to approve the Street Opening at 87 Brunswick Ave and Maple Ave for Elizabethtown Gas with a second by Councilman Berger.

The Motion was passed by the following vote:

YES: Council President Burton, Councilman Piagentini, Councilman Berger, Councilman Junge, Councilman Schneider and Councilwoman Baldinger

NO: None

ABSTAIN: None

ABSENT: None

**ORDINANCE #2018-01:**

Councilman Berger made a motion to Adopt Ordinance #2018-01 with a second by Councilman Piagentini.

**BOROUGH OF LEBANON  
COUNTY OF HUNTERDON  
STATE OF NEW JERSEY  
ORDINANCE NO. 2018-01**

**AN ORDINANCE OF THE BOROUGH OF LEBANON, COUNTY OF HUNTERDON TO ESTABLISH A BUREAU OF FIRE SAFETY ACT AND FIRE CODE ENFORCEMENT OF THE UNIFORM FIRE SAFETY ACT AND FIRE CODE**

WHEREAS, the Governing Body has determined that it is appropriate and necessary to establish a Bureau of Fire Safety Act and Fire Code Enforcement of the Uniform Fire Safety Act and Fire Code.

NOW THEREFORE BE IT ORDAINED by the Council of the Borough of Lebanon, with the Approval of the Mayor, that the Uniform Fire Code shall be enforced by the Lebanon Borough Bureau of Fire Safety, herein adopted and established as follows:

**SECTION 1. FIRE CODE AND BUREAU OF FIRE SAFETY**

**ARTICLE 1: UNIFORM FIRE CODE**

**§ 1 Local enforcement.**

Pursuant to the Uniform Fire Safety Act, N.J.S.A. 52:27D-192 et seq., the New Jersey Uniform Fire Code, N.J.A.C. 5:70-1.1 et seq., shall be locally enforced in the Borough of Lebanon.

## **§ 2 Bureau of Fire Safety.**

The local enforcing agency shall be the Bureau of Fire Safety of the Borough of Lebanon.

The Bureau of Fire Safety shall enforce the Uniform Fire Safety Act and the codes and regulations adopted under it in all buildings, structures and premises within the established boundaries of the Borough other than: owner-occupied one- and two-family dwellings; premises owned by or leased to and maintained by the federal government or any agency or instrumentality thereof; and interstate agencies, the State of New Jersey, or any agency or instrumentality thereof. In undertaking such enforcement, the Bureau of Fire Safety shall faithfully comply with the requirements of the Uniform Fire Safety Act and the Uniform Fire Code.

## **§ 3 Organization.**

The Bureau of Fire Safety, is designated as the local enforcing agency, and the Fire Marshal or designee under a Shared Services Agreement, shall be the chief administrator of the Bureau of Fire Safety and shall coordinate day-to-day Bureau responsibilities with the Fire Chief of the Lebanon Borough Volunteer Fire Department.

## **§ 4 Fire Marshal; inspectors and employees.**

A. Appointment of Fire Marshal. The Bureau of Fire Safety shall be under the supervision of the Fire Marshal, who shall be appointed by the Mayor, with the advice and consent of the Council following a recommendation by the Borough Administrator, who shall receive input from the Fire Chief; or such designee under a Shared Services Agreement.

B. Term of office. The Fire Marshal shall serve for a term of two years. Upon a vacancy in the office prior to the end of the two-year term, the new Fire Marshal's two-year term shall commence upon appointment by the Mayor with the advice and consent of the Council pursuant to resolution.

C. Inspectors and employees. Such inspectors and other employees of the Bureau of Fire Safety as may be necessary shall be appointed by the Administrator pursuant to Borough policy.

D. Removal from office. All employees of the Bureau of Fire Safety shall be subject to disciplinary action, including but not limited to removal, pursuant to Borough personnel policies. An employee so removed shall be afforded an opportunity to be heard by a hearing officer designated by the Mayor and Council. The determination of the hearing officer shall be final.

## **§ 5 Appeals to County Board of Appeals.**

Pursuant to the Uniform Fire Safety Act, any person aggrieved by any order of the Bureau of Fire Safety shall have the right to appeal to the Construction Board of Appeals of the County of Hunterdon.

**§ 6 Inspection of Life-hazard uses.**

The Bureau of Fire Safety shall carry out the periodic inspections of life-hazard uses required by the Uniform Fire Code on behalf of the New Jersey Commissioner of Community Affairs.

**§ 7 Annual Registration of Non-Life Hazard Uses**

A. Non-life hazard use registrations shall be processed by the Bureau of Fire Safety in compliance with the Uniform Fire Code.

B. All Borough of Lebanon owned property shall be exempt from the registration fees required under this chapter except as it pertains to life-hazard uses.

C. In addition to the inspections required by the Uniform Fire Code, the owners of businesses and of other uses constituting industrial, commercial, professional services, educational, multi-family residential and other uses not classified as life hazard uses by the Uniform Fire Code shall register annually with the Bureau of Fire Safety within 30 days of notice. Failure to comply will result in assessment of a penalty of \$250.00.

D. Owners of the aforesaid uses not classified as life hazard uses by the Uniform Fire Code shall pay to the Borough of Lebanon or their designee, registration fees determined by the gross floor area of the use as follows:

Under 499 square feet	\$50.00
500 square feet to 999 square feet	\$80.00
1,000 square feet to 2,999 square feet	\$100.00
3,000 square feet to 5,999 square feet	\$125.00
6,000 square feet to 11,999 square feet	\$175.00
12,000 square feet to 24,000 square feet	\$300.00
For each additional 1,000 Square feet 24,000 square feet	\$25.00

- Retail or commercial common area: \$175.

- As to multiple-family residential dwellings:

- (a) Any number of units: \$30 per unit.
- (b) Multiple-family dwelling common area: \$100.

E. The payment of the above fees shall be the responsibility of the occupant of the premises, except that the fee for Retail or Commercial Common area shall be the responsibility of the property owner. Fees are subject to change from time to time upon adoption of an updated ordinance or the discovery of additional square footage in a structure or separate structure(s) that were not previously identified.

F. Failure to pay registration fees: It shall be unlawful to refuse or fail to pay a registration fee after being given notice to do so as per the established fee schedule in this chapter, pursuant to the Uniform Fire Safety Act. Any penalties assessed are in addition to other penalties previously assessed.

#### **§ 8 Miscellaneous Fees.**

A. Pursuant to the Uniform Fire Code, upon the request of the owner or bona fide purchaser of a building or structure, the Fire Marshal shall issue a certificate either enumerating the violations indicated by its records to be abated and the penalties or fees indicated to be unpaid or stating its records indicate that no violations remain unabated and no penalties or fees remain unpaid. Such request shall be in writing and accompanied by a fee of \$25.00.

B. Any person who purchases a property without having obtained a certificate stating that there are no unabated violations of record and no unpaid fees or penalties shall be deemed to have notice of all violations of record and shall be liable for the payment of all unpaid fees or penalties.

#### **§ 9 Smoke Alarm, Carbon Monoxide Alarm, Fire Extinguisher Compliance Inspection:**

Before any residential property is sold, leased, or otherwise made subject to a change of occupancy for residential purposes, the owner shall obtain a certificate of smoke alarm, carbon monoxide alarm, portable fire extinguisher compliance (CSACMAPFEC). The application fees for CSACMAPFEC, as required by N.J.A.C. 5:70-2.3, shall be based upon the amount of time remaining before the change of occupancy is expected as follows:

A. Requests for CSACMAPFEC received more than ten (10) business days prior to change of occupancy shall be fifty (\$50.00) dollars.

B. Requests for CSACMAPFEC received four to ten (4-10) business days prior to the change of occupancy shall be ninety (\$90.00) dollars.

C. Requests for CSACMAPFEC received fewer than four (4) business days prior to the change of occupancy shall be one hundred sixty one (\$161.00) dollars.

D. A no-show or failed-inspection shall be subject to a \$50.00 re-inspection fee. A no show inspection means:

(1) The owner/agent fails to meet inspector within five (5) minutes of the appointed time for inspection or reinspection;

(2) The owner/agent does not have a key or is unable to give the Fire Marshal or designee access to the premises for the scheduled inspection or reinspection; or

(3) Electrical power to a premises is disconnected and smoke alarm(s) to be tested are powered by electrical current from the building wiring system.

E. An owner who sells, leases, rents or otherwise permits to be occupied for residential purposes any premises subject to the provisions of this section when the premises do not comply with the requirements hereof, or without complying with the inspection and

certification requirements hereof, shall be subject to a penalty of not more than five hundred (\$500.00) dollars. This penalty shall be separate and distinct from penalties assessed under the Uniform Fire Safety Act, N.J.S.A. 52:27D-198.3..

#### **§ 10 Fire Permit Fees.**

The following fees are hereby established for the types of permits described in the New Jersey Uniform Fire Code at N.J.A.C. 5:70:2.9(c)

Type 1 – \$60.00

Type 2 - \$214.00

Type 3 - \$427.00

Type 4 – \$641.00

Type 5 – Reserved

#### **§ 11 Violations; penalties.**

A. The provisions of this article shall be enforced pursuant to the provisions of the Uniform Fire Safety Act.

B. Payment of penalties assessed shall be made in full within 30 days after notice was issued. If not, collection will be referred to the Borough Attorney or designee for summary collection pursuant to the Penalty Enforcement Law, N.J.S.A 2A: 58-10 et seq.

C. Appeals of any such penalties shall be filed with the Hunterdon County Construction Board of Appeals.

### **ARTICLE II: RAPID ENTRY SYSTEMS**

#### **§ 1 Rapid Entry Systems, When required.**

A. All buildings within the Borough of Lebanon having an automatic fire detection or suppression system shall be equipped with a rapid entry key lock box. However, this requirement shall not apply to owner-occupied one- and two-family dwellings identified by the Uniform Construction Code (N.J.A.C. 5:23 et seq.) as R-3 and R-4.

B. All commercial and industrial properties within the Borough of Lebanon protected by fences, gates, and related barriers presently secured by using a padlock, or electronically operated or automatic gates or other control circuits shall be equipped with a high security padlock or high security key switch as approved by the Fire Chief. The high security padlock and key switches shall be located as set forth in §3 of this Article and in a manner as directed by the Fire Chief and/or Fire Marshal.

**§ 2 Rapid entry key lock box, high security padlock and key switch types.**

The rapid entry key lock box and high security padlock and key switches shall be Underwriter Laboratories (U.L.) certified and approved by the Fire Chief.

**§ 3 Location.**

The rapid entry key lock box shall be located at or near the main entrance to the building or property. The key lock box shall be mounted at a minimum height of five feet and a maximum of six feet above final grade.

**§ 4 Key lock box contents.**

The key lock box shall contain labeled keys, easily identified in the field, to provide access into the property and/or building and to any locked areas within said building, and as may be further directed by the Fire Chief.

**§ 5 Compliance.**

All existing buildings shall comply with the provisions of this article. All newly constructed buildings, not yet occupied, or buildings currently under construction shall comply with the requirements of this article prior to the fire detection or fire suppression system being accepted and approved for service.

**§ 6 Violations and penalties.**

Any property or building owner failing to comply with, or in violation of the terms of this article shall, upon conviction thereof, be punishable by a fine not to exceed \$1,000 and/or by imprisonment for up to 90 days, and/or by a period of community service not exceeding 90 days, in the discretion of the court. Each and every day that such a violation continues shall be considered a separate and distinct violation of this article.

**ARTICLE III: Fire Department Connections.**

**§ 1 Identification .**

A. Fire department connection(s) that are located on buildings shall be identified with a sign as detailed in this section on new and existing buildings and shall be enforced in accordance with this article or more restrictive requirements if adopted in the NJ Uniform Fire Code or the Uniform Construction Code.

B. The signs shall be installed above the Fire Department Connection to indicate its location to approaching fire apparatus. Location of said sign shall be subject to the approval of the Fire Marshal.

C. The signs shall read "FDC," or Fire Department Connection; other approved wording will be subject to the approval of the fire marshal.

D. The sign shall have "FDC" at least 6 inches high or words "Fire Department Connection" with letters at least 2 inches high. All signs shall be subject to the approval of the Fire Marshal.

**ARTICLE IV: Interference with Fire Lanes, Fire Connections and Fire Department Operations and Equipment.**

**§ 1 Designation and Notification of Fire Lanes.**

A. Designation. Fire lanes on private property shall be designated in writing by the Fire Marshal of in accordance with the provisions of the Uniform Fire Code N.J.A.C. 5:70-1.1 et seq., as may be amended from time to time.

B Markings.

(1) Signs. The owner of any property upon which fire lanes are designated in accordance with the requirements of this article shall install signs at intervals of one for every one hundred linear feet of fire lane or part thereof, or as otherwise approved by the Fire Marshal. Signs shall have a white reflective background and be provided with red lettering which reads "No Parking - Fire Lane." Such signs shall measure twelve inches by eighteen inches or as approved by the Fire Marshal.

(2) Striping. The owner of any property upon which fire lanes are designated in accordance with the requirements of this article shall install striping as described herein for all fire lanes on improved areas provided as any portion of a fire lane. Fire lanes shall be provided with yellow lines, four inches in width along their entire circumference. The fire lane shall further be provided with diagonal striping, yellow in color and having a minimum width of four inches, spaced at intervals of five feet.

(3) Size. Fire lanes for vehicle access shall be a minimum of twelve feet in width, or as otherwise required by the Fire Marshal. Fire lanes for egress of occupants only shall only be required to be the width of the exit way served.

C Notification. Once a fire lane on private property has been designated by the Fire Marshal in accordance with the requirements of the Uniform Fire Code N.J.A.C. 5:70-1.1 et seq., as may be amended from time to time and properly marked by the property owner, the Fire Marshal shall notify the police department and municipal clerk in writing of the existence and location of such designated fire lane.

**§ 2 Enforcement.**

The Fire Marshal shall enforce the provisions of this article.

**§ 3 Vehicle parking, standing and obstruction prohibited; removal of same.**

A. No person, shall park, or otherwise leave unattended any vehicle or place any obstruction in or upon any fire lane at any time; or obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or any other fire department connection for the suppression of fires, including fire hydrants and fire department connections that are located in public or private streets and access lanes, or on private property.

B. The Fire Marshal, who may request assistance from the New Jersey State Police, if needed, shall have the authority to remove or have removed such obstructions or vehicles as may violate subsection 133-22A at the expense of the owner of the vehicle or property causing such obstruction.

#### **§ 4 Interference with Fire Department Operations and Equipment**

A. It shall be unlawful to interfere with, attempt to interfere with, conspire to interfere with, obstruct or restrict the mobility of or block the path of travel of any Fire Department emergency vehicle in any way or to interfere with, attempt to interfere with, conspire to interfere with, obstruct or hamper any Fire Department operation.

B. Compliance with orders. A person shall not willfully fail or refuse to comply with any lawful order or direction of the Fire Chief, Fire Marshal or recognized incident commander or interfere with the compliance attempts of another individual at a Fire Department operation.

C. Driving over fire hoses. A vehicle shall not be driven or propelled over any unprotected fire hose of the Fire Department, when laid down on any street, alleyway, private drive or any other vehicular roadway, without the consent of the Fire Chief or recognized incident commander in command of said operation.

D. Damaging or reducing effectiveness to fire protection systems It shall be unlawful for any person to damage or deface or attempt or conspire to damage or deface any fire protection system or reduce the effectiveness at any time.

E. Failure to report. It shall be a violation of this code for any person or persons, having knowledge of same, to fail to report to the Fire Department and/or Fire Marshal a fire or the activation of any fire protection system or device; or to fail to report the spill or leakage of any flammable or combustible liquid or gas or of any hazardous material immediately upon gaining such knowledge.

#### **§ 5 Violations; penalties.**

Any person, firm, corporation, partnership or other entity violating any provision of Article III or Article IV, or who shall violate or fail to comply with any order made thereunder, or any certificate or permit issued thereunder, or who shall fail to comply with such an order of the Fire Marshal or by a court of competent jurisdiction, within the time required, shall for each and every such violation and noncompliance, be subject to a penalty of not more than \$1250.00 under Articles III and IV. These penalties shall be separate and distinct from the penalties imposed by N.J.A.C. 5:70-2.12. Each and every day a violation occurs shall be deemed a separate and distinct offense. Penalties shall be paid to the Bureau of Fire Safety. The Bureau of Fire Safety shall provide one half of the first occurring penalty amount to the dedicated penalty account for the primary fire department's jurisdiction in which the violation occurred.

**SECTION 2.**

All other provisions of the Fee Ordinance, Chapters and Articles shall remain unchanged and in full force and effect.

**SECTION 3. SEVERABILITY.**

In event that any clause, section, paragraph, or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason; it shall be deemed severable, and the Borough Council hereby declares its intent that the balance of the Ordinance shall not be affected by the said invalidity, and the remainder shall remain in full force and effect.

**SECTION 4. EFFECTIVE DATE.**

This Ordinance shall take effect upon final adoption and publication in accordance with the law.

Vote after public hearing and upon final adoption:

Burton 1  
Berger 1  
Junge 1  
Piagentini 1  
Schneider 1  
Baldinger 1

Ordinance approved by the Governing  
Body and presented to the Mayor on  
\_\_\_\_\_, 2018

Veto in Whole or Part:

Approved:

\_\_\_\_\_  
Michael Reino, Mayor  
Date:

{or}  
\_\_\_\_\_  
Michael Reino, Mayor  
Date:

Returned to Borough Clerk with statement attached on \_\_\_\_\_, 2018

**NOTICE**

TAKE NOTICE that the above ordinance was introduced at a regular meeting of the Borough Council of the Borough of Lebanon on January 17, 2018 and will be considered for final passage after public hearing at a regular meeting of the Borough Council of the Borough of Lebanon to be held on February 21, 2018 at 7:30 p.m. in the Municipal Building, located at 6 High Street, Lebanon, New Jersey

Karen M. Romano, Borough Clerk

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

**ORDINANCE #2018-01**

**AN ORDINANCE OF THE BOROUGH OF LEBANON, COUNTY OF HUNTERDON TO  
ESTABLISH A BUREAU OF FIRE SAFETY ACT AND FIRE CODE ENFORCEMENT  
OF THE UNIFORM FIRE SAFETY ACT AND FIRE CODE**

NOTICE is hereby given that the above Ordinance was introduced and passed on first reading at a meeting of the Borough Council of the Borough of Lebanon, in the County of Hunterdon, State of New Jersey, held in the Municipal Building on the 17th day of January 2018, and the same came up for final passage at a meeting of the said Borough Council on the 21<sup>th</sup> day of February, 2018 at which time, after persons interested were given an opportunity to be heard concerning said ordinance, the same was passed and will be in full force in the Borough according to law by order of the Borough Council of the Borough of Lebanon, County of Hunterdon and State of New Jersey.

Karen M. Romano, RMC  
Borough Administrator/ Clerk

**INTRODUCED: January 17, 2018**  
**ADOPTED: February 21, 2018**

**The Motion was passed by the following vote:**

YES: Council President Burton, Councilman Piagentini, Councilman Berger,  
Councilman Junge, Councilman Schneider and Councilwoman Baldinger  
NO: None  
ABSTAIN: None  
ABSENT: None

**RESOLUTION #58-2018:**

**Councilman Junge made a motion to approve Resolution #58-2018 with a second by Councilman Berger.**

**BOROUGH OF LEBANON  
COUNTY OF HUNTERDON  
STATE OF NEW JERSEY  
RESOLUTION #58-2018**

**SHARED SERVICES AGREEMENT BETWEEN  
TOWNSHIP OF BETHLEHEM AND BOROUGH OF LEBANON  
FOR CHIEF FINANCIAL OFFICER**

**THIS AGREEMENT** is made this 1st day of January, 2018 by and between

**TOWNSHIP OF BETHLEHEM**, a municipal corporation of the State of New Jersey located in the County of Hunterdon, State of New Jersey with its principal offices located at 405 Mine Road, Asbury, New Jersey 08802 (hereinafter "Bethlehem"); and

**BOROUGH OF LEBANON**, a municipal corporation of the State of New Jersey located in the County of Hunterdon, State of New Jersey with its principal offices located at 6 High Street, Lebanon, New Jersey 08833 (hereinafter "Lebanon").

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, N.J.S.A. 40A:9-140.10 requires each municipality to have a Chief Financial Officer but same may be provided by an agreement with another municipality; and

**WHEREAS**, Bethlehem has a part-time Chief Financial Officer who is needed to work a maximum of three (3) days per week; and

**WHEREAS**, Lebanon is in need of the services of a certified professional to perform the duties of Chief Financial Officer for a maximum of two (2) days per week; and

**WHEREAS**, representatives from Bethlehem and Lebanon have met to explore sharing Chief Financial Officer services, in an effort to achieve cost savings and benefits for both municipalities; and

**WHEREAS**, Bethlehem and Lebanon agree that it is beneficial to both communities to utilize the Bethlehem's Chief Financial Officer to accomplish the requirements set forth in *N.J.S.A.*, 40A:9-140, *et seq.*; and

**WHEREAS**, Bethlehem's Chief Financial Officer, Jennifer Mooney, CMFO, has been consulted and is both agreeable and in favor of the proposed Shared Service arrangement; and

**WHEREAS**, Bethlehem and Lebanon wish to enter into this Agreement in an effort to reduce the costs to both municipalities and provide mutual benefits in performing these functions; and

**WHEREAS**, the Parties have each duly authorized their proper officials to enter into and execute the Agreement through the accompanying Resolutions attached hereto as Exhibit A and B respectively.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements and considerations contained herein, Bethlehem and Lebanon do hereby mutually agree as follows:

1. **CONTROLLING LAW.**

This Agreement is governed by the provisions of N.J.S.A. 40A:65-1 et seq. of the Uniform Shared Services and Consolidation Act. All actions and amendments of this Agreement must be authorized in conformance with the Act.

2. **TERM OF AGREEMENT.**

This Agreement shall take effect on January 1, 2018 (the "Effective Date") and shall terminate at 11:59 p.m. on December 31, 2020.

3. **SCOPE OF SERVICES.**

Commencing January 1, 2018 and subject to the terms of this Agreement, Bethlehem shall furnish Lebanon with the services of Bethlehem's Chief Financial Officer, Jennifer Mooney, to fulfill the statutory duties required of a municipal Chief Financial Officer on behalf of Lebanon.

4. **DESIGNATION AS GENERAL AGENT.**

The Parties acknowledge that Bethlehem is hereby designated as the primary employer of the Chief Financial Officer. Bethlehem shall be responsible for payment of any and all benefits with respect to the Chief Financial Officer, including but not limited to social security taxes, unemployment disability, pension, healthcare, vacation and sick days.

The Chief Financial Officer shall be covered under all applicable personal policies of Bethlehem and shall retain any and all rights and benefits that may have accrued from her position with Bethlehem as a part-time Chief Financial Officer based on a three (3) day work week.

5. **RESPONSIBILITY.**

Bethlehem shall maintain responsibility for and control over the Chief Financial Officer hired to provide said services. All citizen inquiries and complaint resolutions regarding employee performance shall be handled through Bethlehem.

6. **SUPERVISION.**

The Chief Financial Officer furnished by Bethlehem shall be responsible for compliance with all state statutes governing municipal finance.

7. **DESIGNATION OF CHIEF FINANCIAL OFFICER.**

Pursuant to the provisions of N.J.S.A. 40A:65-5 the Bethlehem Governing Body has adopted a resolution authorizing Bethlehem to enter into this Shared Services Agreement with Lebanon for the shared services of the Bethlehem Chief Financial Officer.

Pursuant to the provisions of N.J.S.A. 40A:65-5 the Lebanon Governing Body had adopted a resolution authorizing Lebanon to enter into this Shared Services Agreement with Bethlehem for the shared services of the Bethlehem Chief Financial Officer.

8. **ACTIVITIES**

A. **Services to be performed.**

Bethlehem will provide to Lebanon its Chief Financial Officer to fulfill all statutory duties required of a municipal Chief Financial Officer.

B. **Hours of Service**

(1) **Lebanon.** The Chief Financial Officer shall be present in the Borough of Lebanon Municipal Building two (2) days per week between the hours of 8:30 a.m. and 4:30 p.m., during which time the Chief Financial Officer will fulfill the duties identified in this Agreement on behalf of Lebanon.

(2) **Bethlehem.** The Chief Financial Officer shall be present in the Township of Bethlehem for a minimum of three (3) days per week between the hours of 8:00 a.m. and 4:00 p.m.

(3) **Travel Time Excluded.** Travel time for the Chief Financial Officer to arrive at the Borough of Lebanon Municipal Building shall not apply towards the three (3) days per week that the Chief Financial Officer shall be in the Bethlehem Municipal Building.

C. **Place of Operation**

In addition to any office established by Bethlehem, Lebanon shall maintain an office in the Borough of Lebanon Municipal Building at 6 High Street Lebanon, New Jersey 08833.

D. **Maintenance of Records**

All records produced by the Chief Financial Officer on behalf of Borough of Lebanon shall be retained at the Borough of Lebanon Municipal Building.

E. **Tenure**

(1) **Tenure with Bethlehem**. The Chief Financial Officer shall continue to be eligible for tenure with Bethlehem as a part-time Chief Financial Officer based on a three (3) day work week.

(2) **Tenure with Lebanon**. In addition, the Chief Financial Officer shall be eligible for tenure with Bethlehem as a part-time Chief Financial Officer based on a two (2) day work week.

Under no circumstances shall the Chief Financial Officer be eligible for tenure with Bethlehem as a full time Chief Financial Officer.

9. **FUNDING**

Lebanon shall pay Bethlehem 40% of the salary and fringe costs of the CFO for the calendar year covered this contract. Salary may increase up to 4 % per calendar year as set by the Bethlehem governing body. Payments required hereunder shall be made in equal monthly installments on the 15th day of each month. The first installment shall be due on January 15, 2018. Lebanon shall provide sufficient funds in its budget to cover all contract costs in this Agreement.

10. **INSURANCE**

The Chief Financial Officer provided for in this Agreement shall be covered at all times by Bethlehem's workers compensation policy whether working in Bethlehem or Lebanon. Bethlehem agrees to provide Lebanon with at least fourteen (14) days advance written notice of any proposed cancellation of relevant insurance policies or of a material change to said policies.

11. **DURATION**

Duration of this Agreement shall be for a period beginning January 1, 2018 and terminating on December 31, 2020.

12. **AMENDMENT**

This Agreement may be amended by mutual agreement of the parties, provided such amendment is in writing with notice to the parties as set forth below.

13. **EXTERNAL DISPUTES**

Any complaints related to the services provided to Lebanon shall be handled by the Lebanon's procedures. However, Bethlehem's Township Administrator shall be informed of complaints in a timely manner as set forth in the Notices provision below

14. **HOLD HARMLESS AND INDEMNIFICATION**

Lebanon shall indemnify and hold Bethlehem, its officers, employees and agents harmless from and against any and all claims of whatever nature or type arising from the provision of the services to the Lebanon, so long as the actions upon which the demand or claim or assertion of liability, are founded to have been performed in the course of carrying out official duties on behalf of Lebanon and were not beyond the scope of performing official duties or performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, an intentional wrong or criminal act. Such indemnification shall include payment of reasonable fees and costs in the defense of any claim made by a third person.

15. **TERMINATION**

A. Either Party may terminate this Agreement at any time and for any reason upon giving the other party thirty (30) days advanced written notice of its intent to terminate. In the event this Agreement is terminated as herein provided, the Chief Financial Officer shall resume as Bethlehem's part-time Chief Financial Officer based on a three (3) day work week and all benefits shall be adjusted accordingly .

B. Upon the resignation or termination or non-reappointment of the Chief Financial Officer from either Bethlehem or Lebanon, this Agreement shall terminate unless Bethlehem provides written notice of its election to hire a new Chief Financial Officer.

16. **NOTICES**

Notices hereunder shall be given to the Parties as set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the US Mail, posted prepaid, within the time limit. Notices shall be addressed as follows:

If to Township of Bethlehem:

Municipal Clerk  
Township of Bethlehem  
Municipal Building  
405 Mine Road  
Asbury, New Jersey 08802

If to Borough of Lebanon

Municipal Clerk  
Borough of Lebanon  
Borough Hall  
6 High Street  
Lebanon, New Jersey 08833

17. **COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. **ENTIRE AGREEMENT.**

This Agreement represents the entire Agreement between Bethlehem and Lebanon and it shall only be modified through a subsequent written amendment approved by the respective governing bodies of all parties.

19. **GOVERNING LAW.**

This Agreement shall be interpreted and shall be governed by the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and affixed their seals, and have caused this Agreement to be executed and attested the date first above written.

Attest:

**TOWNSHIP OF BETHLEHEM**

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Mayor

Attest:

**BOROUGH OF LEBANON**

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Council President

Attest:

**CHIEF FINANCIAL OFFICER**

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Jennifer Mooney

Introduced and adopted: February 21, 2018

LEBANON BOROUGH COUNCIL

Ayes: Burton, Berger, Junge, Piagentini, Schneider, Baldinger

Nays: 0

Absent: 0

\_\_\_\_\_  
Richard J Burton,  
Borough Council President

ATTEST:

\_\_\_\_\_  
Karen Romano  
Borough Administrator /Clerk

I certify that the foregoing is a true copy of the Resolution adopted by the Borough Council at a meeting held on February 21, 2018.

\_\_\_\_\_  
Karen Romano  
Borough Administrator/Clerk

**The Motion was passed by the following vote:**

YES: Council President Burton, Councilman Piagentini, Councilman Berger,  
Councilman Junge, Councilman Schneider and Councilwoman Baldinger  
NO: None  
ABSTAIN: None  
ABSENT: None

**RESOLUTION #59-2018:**

**Councilman Junge made a motion to approve Resolution #59-2018 with a second by Councilman Berger.**

**BOROUGH OF LEBANON  
COUNTY OF HUNTERDON  
STATE OF NEW JERSEY  
RESOLUTION #59-2018**

**SHARED SERVICES AGREEMENT  
BY AND BETWEEN  
THE BOROUGH OF LEBANON  
AND**

**THE BOARD OF EDUCATION OF THE BOROUGH OF LEBANON**

This Agreement dated January 1, 2018 is entered into by and between:

The Borough of Lebanon, A Municipal Corporation of the State of New Jersey (hereinafter "Borough"), c/o Karen Romano, R.M.C., 6 High Street in the Borough of Lebanon, Hunterdon County, New Jersey; and

The Board of Education of the Borough of Lebanon (hereinafter "Board"), c/o Patricia Duell, Business Administrator, a Public Education Corporation of the State of New Jersey located at 6 Maple Street, Lebanon, New Jersey 08833.

**WHEREAS**, various New Jersey Statutes governing municipalities and Boards of Education encourage and permit a variety of shared services, joint meetings, consolidated and regional services; and

**WHEREAS**, in 2007, the legislature adopted the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq., to create a new shared services statute to effectuate agreements between local units for any service or circumstance intended to reduce property taxes through the reduction of local expenses; and

**WHEREAS**, the Borough of Lebanon has entered into various shared services agreements to satisfy its responsibilities with regard to Municipal Courts, Construction Code administration, middle school education, as well as other services; and

**WHEREAS**, the Borough of Lebanon and the Board of Education of the Borough of Lebanon have responsibilities and a need for services in common areas which, through a shared services agreement can reduce property taxes, through the reduction of local expenses, and the governing bodies of both entities desire to enter into such a shared service agreement; and

**WHEREAS**, the governing bodies of each entity have adopted the appropriate resolution authorizing the execution of this Shared Services 'Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, and promises contained herein, the Borough of Lebanon and the Board of Education of the Borough of Lebanon do hereby mutually agree as follows:

**Article 1— Scope of Services: Snow / Ice Removal**

- A. The Borough agrees to provide snow removal and ice control services to the Board for its property located at 6 Maple Street, Lebanon, New Jersey and including all roadways, driveways, and parking lots which have historically and currently are being maintained by the Board.
- B. The Borough annually submits requests for proposals and bids for snow removal and ice control services within the Borough of Lebanon. The Borough shall include the property of the Board in the request for such proposals and bids and the Board hereby agrees to pay the said amounts for any bid awarded by the Borough, and in relation to the servicing of the Board's property, up to a threshold of \$1,000.00. Any costs incurred over this amount will be initially paid by the Borough, and thereafter submitted to, and reimbursed by the Board to the Borough in the amount over the base threshold.
- C. The specific services shall be those snow removal and ice control services as provided to the Borough, and including snow removal and ice control on the driveways, roadways, and parking lots (if required by the Board) between January 1, 2018 and December 31, 2018. The Borough will not provide through its contractor, any snow blowing or shoveling of sidewalk services.
- D. The Borough shall be the primary and lead entity under this Agreement, responsible

**Commented [RJB1]:** Joe, a couple of other items to consider. I'd like this agreement to allow.  
1. Shared quoting and purchasing of various products and service, such as cleaning supplies, mulch, weed control services, sealcoating services, various required building maintenance and inspection services where it is advantageous to do so.  
2. Request of Board to use Municipal Engineer in support of repairs to driveways and inlet repairs.

**Commented [RJB2]:** One thought to consider if we want to bound the amount we will cover to a threshold, and if the amount beyond the threshold to be covered by the Board. This would allow them to keep a line item in their budget, which I think would be a good idea. Also we can develop a history, to determine if adjustments to the agreement are warranted.

for the direction and control of the provision of services enumerated under this Agreement. As such, the Borough through its representatives shall provide the administration and supervision services, and including the direction and authorization to institute services including the call-out of plows and/or salting equipment, as well as numbers and types of equipment to be utilized. In addition, the Borough in consultation with its independent contractor providing the service, shall make determinations on **plowing, spreading of salt and other such related services.**

**Commented [RJB3]:** For the school we are only providing the plow and salting, the School custodian is snow-blowing and cleaning and salting sidewalks. Our contractor would not be providing these services to the schools.

OR do we carry the qualification forward from the previous paragraph.

- E. The Board shall designate a liaison person to communicate with the Borough's representative for purposes of evaluating snow and ice conditions and suggestions for an appropriate response and treatment or provision of services. In any event, the determination of the Borough representative in its sole discretion shall be final and binding on the scope of service to be provided.

**Article 2 – Term of Contract:**

This Agreement shall commence on January 1, 2018 and shall be contingent upon the approval by resolution and authorization to execute this Agreement by each entity. The Agreement shall remain in full force and effect through December 31, 2018. There shall be no automatic renewals or extensions of this Agreement. If the parties wish to renew or extend or otherwise modify this agreement, the parties must secure prior resolution approval of the proposed renewal, extension or other modification.

The parties contemplate that there may be additional opportunities presented for shared services and may modify this agreement to provide for such services.

**Article 3 – Consideration – Shared Service:**

- A. The Board currently owns, maintains and operates various landscaping and lawn care equipment, including mower(s), trimmer(s), leaf blower(s), and supplies including fuel cans, fuel and oil for the maintenance of its property.

- B. In consideration for the services to be provided by the Borough under Article 1 above, the Board shall make available and provide to the Borough at no cost or expense, all of its landscaping/lawn care equipment and supplies, together with any additional equipment which the Board may acquire, and shall maintain, repair and/or replace such equipment as well as supplies, (fuel, oil, trimmer string), during the term of this Agreement, at the Board's sole cost and expense.
- C. The Board's Custodian presently provides lawn care/landscaping services to the Board at its property during normal working hours. The Custodian also serves in a like capacity for the Borough at times other than his regular, full time duties with the Board. As such, the Custodian has a working knowledge and experience of the Board's landscaping / lawn care equipment and supplies.
- D. The Borough, at its cost and expense, will employ the Custodian to provide lawn care and landscaping services to the Borough at its properties, namely, the Holjes Sheppard Memorial Park, and the Municipal Buildings located at 96 Main Street and 6 High Street in the Borough of Lebanon. The custodian will utilize the equipment and supplies provided by the Board.

**Commented [RJB4]:** I had opportunity to speak with Jerry today (Saturday), he mentioned that mulching not be something he would want to tackle this year, he could gather the quotes for both the school and the municipality and monitor the work, however he is very confident that the lawn cutting, trimming and trimming of shrubs, are work for which he has the proper equipment. The mulch is more than he can address on his own.

#### **Article 4 — Insurance — Indemnification:**

The Board shall name the Borough as an additional insured under all of its policies of insurance that would or could provide coverage to the Borough for any and all services contemplated under this agreement, and to be provided by or through the Borough, including but not limited to, general liability, and workman's compensation, and the Board shall provide a current Certificate of Insurance annually to the Borough.

The Board does hereby agree, at its sole cost and expense, to defend, hold harmless and indemnify the Borough, its officers, employees, and agents as to all matters, claims and expenses arising out of this Agreement for any claim of any nature whatsoever to include Attorney's fees and Court costs incurred by the Borough in the provision of services hereunder, unless the actions or negligence of the said individual is such that it is outside the protection of the Tort Claims Act, Title 59 of the New Jersey Statutes, in which case there shall be no indemnity.

#### **Article 5- Miscellaneous:**

- A. Other Shared Services.** The parties will periodically review the services provided

under this Agreement and continue a dialogue for possible future shared services to be exchanged between the parties for goods, supplies, and/or services, such as the seal coating of driveways and parking lots, utilization of engineering services for drainage structure inspection and servicing, joint supply purchases, etc.

- B. Entire Agreement.** This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto, based upon authorizing resolutions.
- C. Severability.** If any clause, sentence, paragraph, section or part of this agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part hereof, directly involved in the controversy in which such judgment shall have been rendered.
- D. Venue.** This agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.
- E. Binding Effect.** All covenants and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties.
- F. Compliance.** The parties hereto shall comply with all applicable rules, regulations and Statutes of the State of New Jersey.

IN WITNESS WHEREOF, the Borough of Lebanon and the Board of Education of the Borough of Lebanon, through duly adopted Resolutions have caused this Shared Services Agreement to be signed by their duly elected and appointed officers.

ATTEST:

BOROUGH OF LEBANON

\_\_\_\_\_  
Karen M. Romano, Administrator/RMC

\_\_\_\_\_  
Michael Reino, Mayor

ATTEST:

BOARD OF EDUCATION OF THE  
BOROUGH OF LEBANON

\_\_\_\_\_  
Patricia Duell, Business Administrator

\_\_\_\_\_  
Board President

Introduced and adopted: February 21, 2018

LEBANON BOROUGH COUNCIL

Ayes: Burton, Berger, Junge, Piagentini, Schneider, Baldinger

Nays: 0  
Absent: 0

\_\_\_\_\_  
Richard J Burton,  
Borough Council President

ATTEST:

\_\_\_\_\_  
Karen Romano  
Borough Administrator /Clerk

I certify that the foregoing is a true copy of the Resolution adopted by the Borough Council at a meeting held on February 21, 2018.

\_\_\_\_\_  
Karen Romano  
Borough Administrator/Clerk

**The Motion was passed by the following vote:**

YES: Council President Burton, Councilman Piagentini, Councilman Berger,  
Councilman Junge, Councilman Schneider and Councilwoman Baldinger

NO: None

ABSTAIN: None

ABSENT: None

**RESOLUTION #60-2018:**

**Councilman Piagentini made a motion to approve Resolution #60-2018 with a second by Councilman Berger.**

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

**RESOLUTION #60-2018  
CROSSING GUARDS APPOINTMENT**

**BE IT RESOLVED**, by the Lebanon Borough Common Council that the following are appointed as Adult School Crossing Guards and Substitute Crossing Guards:

Shirley Scarponi  
Eleanor Stubi  
Jackie Schumacher  
Terry Grzankowski  
Dianne Morrell  
Patricia Booth  
David Booth  
Susan Woods  
Hazel Saharic  
Marianne Hauck  
Tara Kepp

**BE IT FURTHER RESOLVED** by the Lebanon Borough Council that the salary range for the Adult School Crossing Guards and Substitute Crossing Guards having been established and set forth in Ordinance #2017-04, the following salary is hereby granted to the employee for the year 2018-2019:

Adult School Crossing Guards and Substitute Crossing Guards  
and Substitute Crossing Guards ..... \$ 22.75/hr. (NTX 5 hours per  
week)

Introduced and adopted: February 21, 2018

Ayes: Burton, Berger, Junge, Piagentini, Schneider, Baldinger  
Nays: 0  
Absent: 0

LEBANON BOROUGH COUNCIL

\_\_\_\_\_  
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 February 21, 2018 force and effect as of the date I have subscribed my signature.

Date: February 21, 2018

\_\_\_\_\_  
Karen M. Romano, RMC  
Borough Administrator/Clerk

**The Motion was passed by the following vote:**

YES: Council President Burton, Councilman Piagentini, Councilman Berger,  
Councilman Junge, Councilman Schneider and Councilwoman Baldinger

NO: None

ABSTAIN: None

ABSENT: None

**OPEN PUBLIC SESSION:**

**Councilman Berger made a motion to open the public session. Councilman Junge seconded the motion with the unanimous approval of Council the floor was opened.**

**There being no further public comment Councilman Berger made a motion to close the public session. Councilman Piagentini seconded the motion with the unanimous approval of Council the floor was closed.**

**DISCUSSION:**

**MISCELLANEOUS:**

**COUNCIL COMMITTEES:**

LBCC  
2-21-18  
30

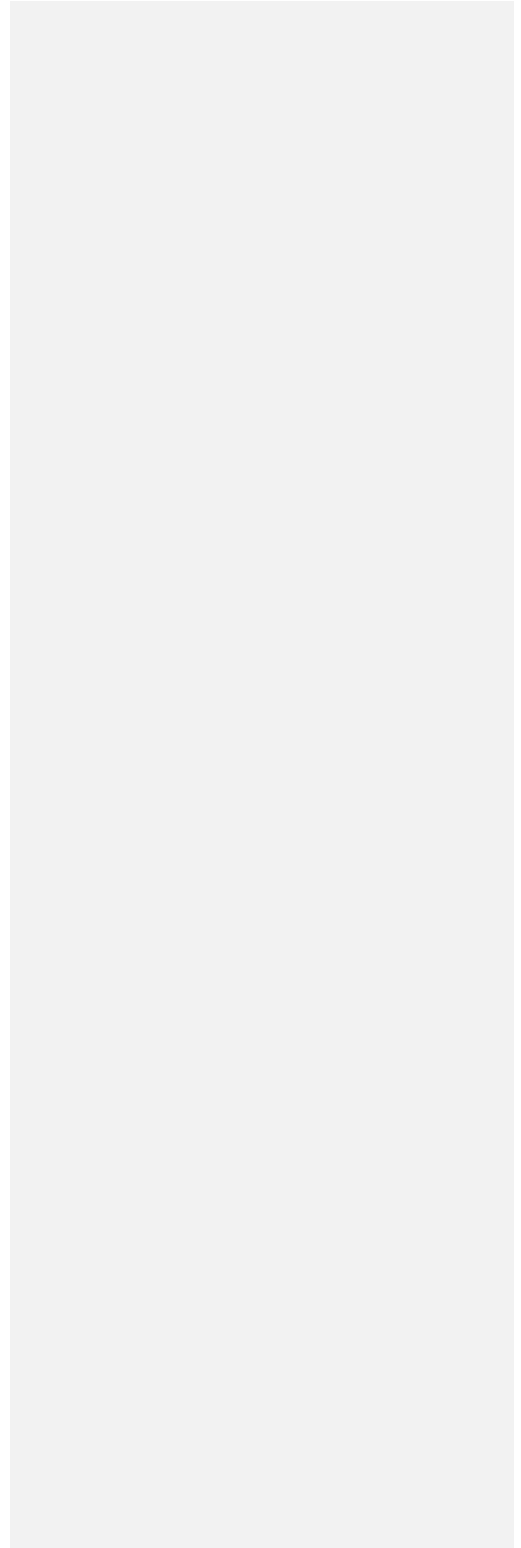
**ADJOURN:**

Councilman Junge moved and Councilman Schneider seconded a motion to adjourn, there being no further business to come before Council. The meeting was adjourned at 8:25 pm by unanimous vote.

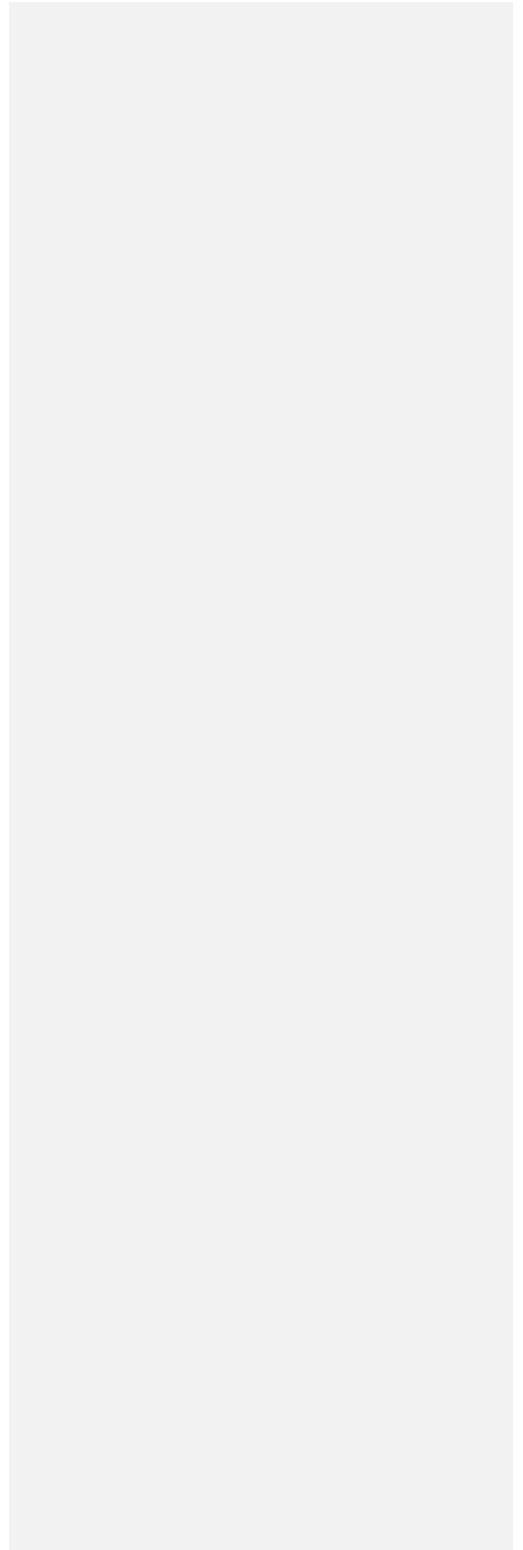
Respectfully Submitted

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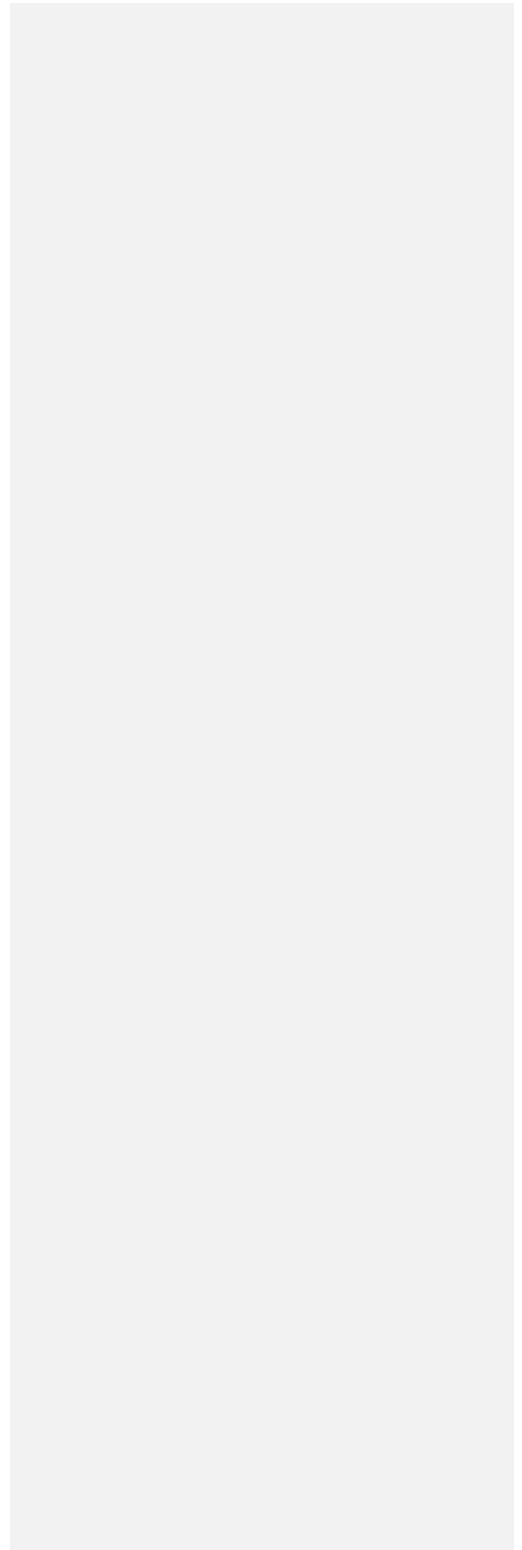
Karen M. Romano, RMC  
Borough Administrator/Clerk



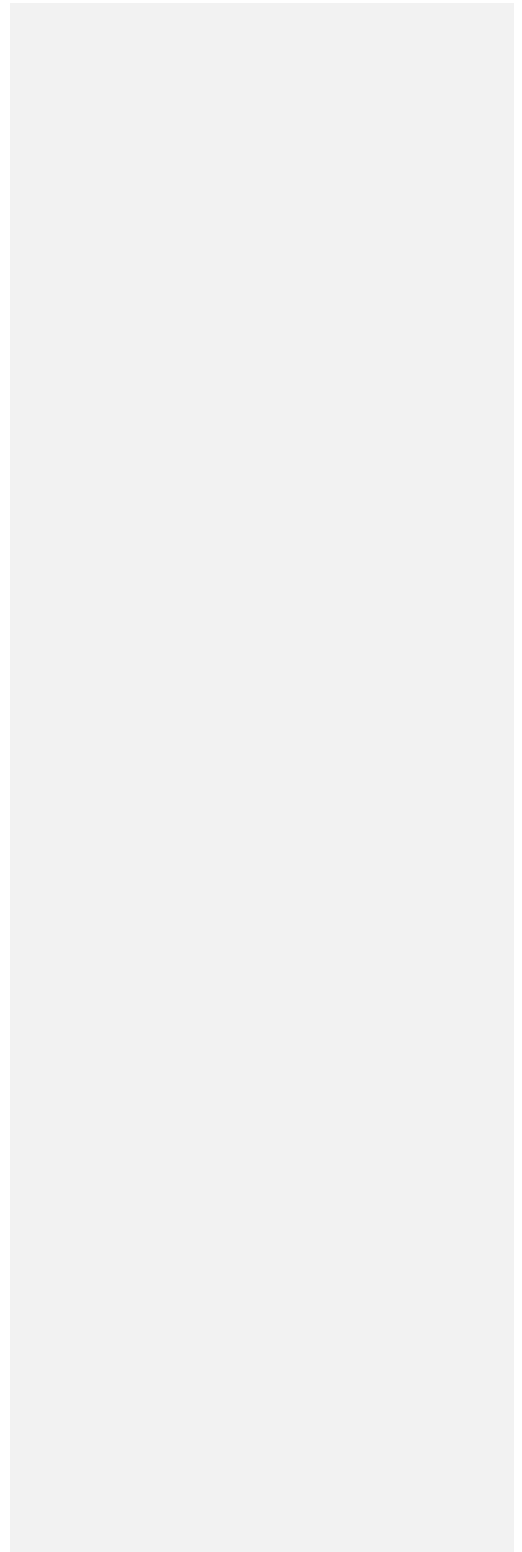
LBCC  
2-21-18  
31



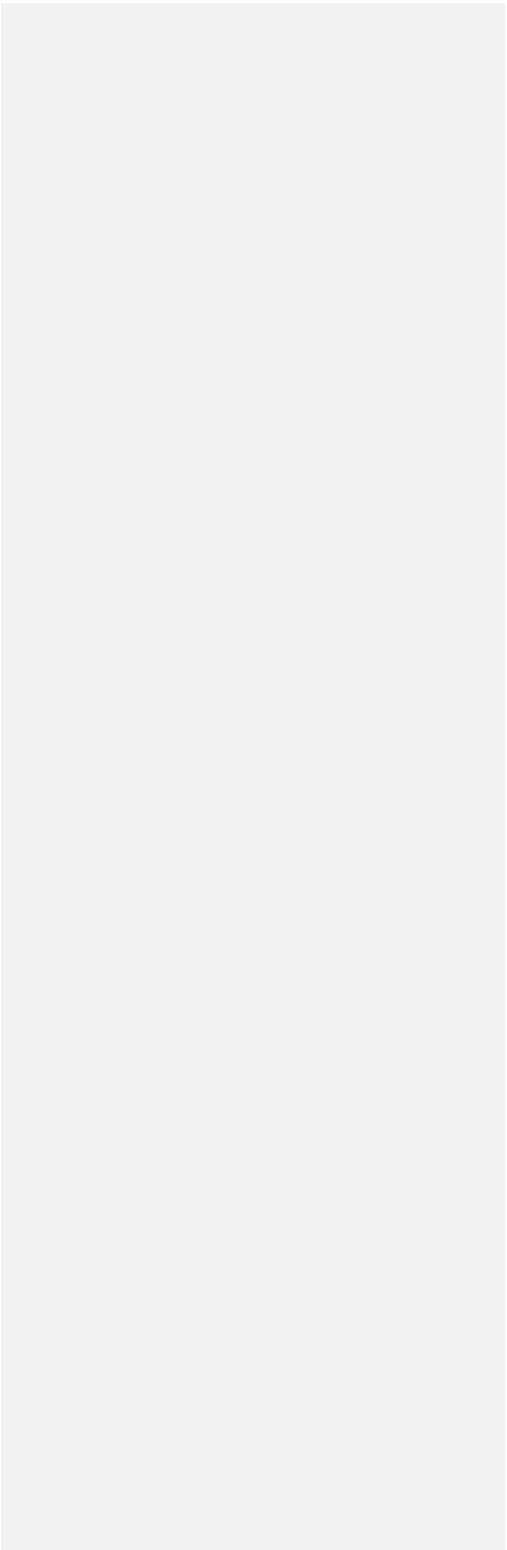
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8-24-17  
32



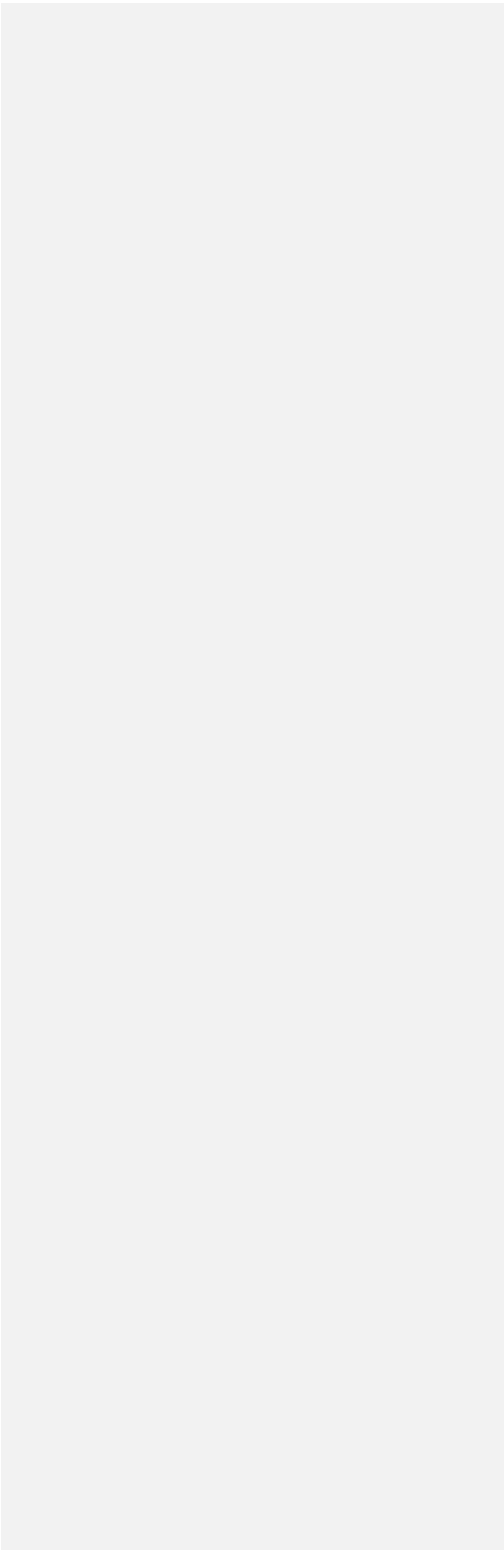
LBCC  
8-24-17  
33



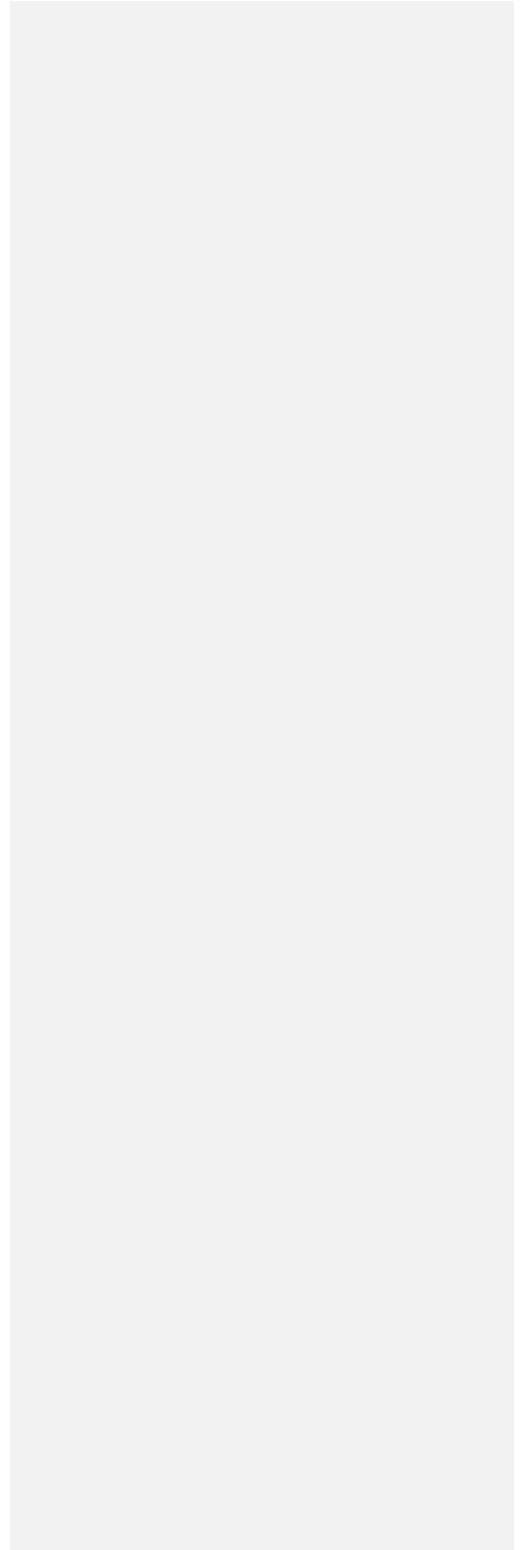
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34



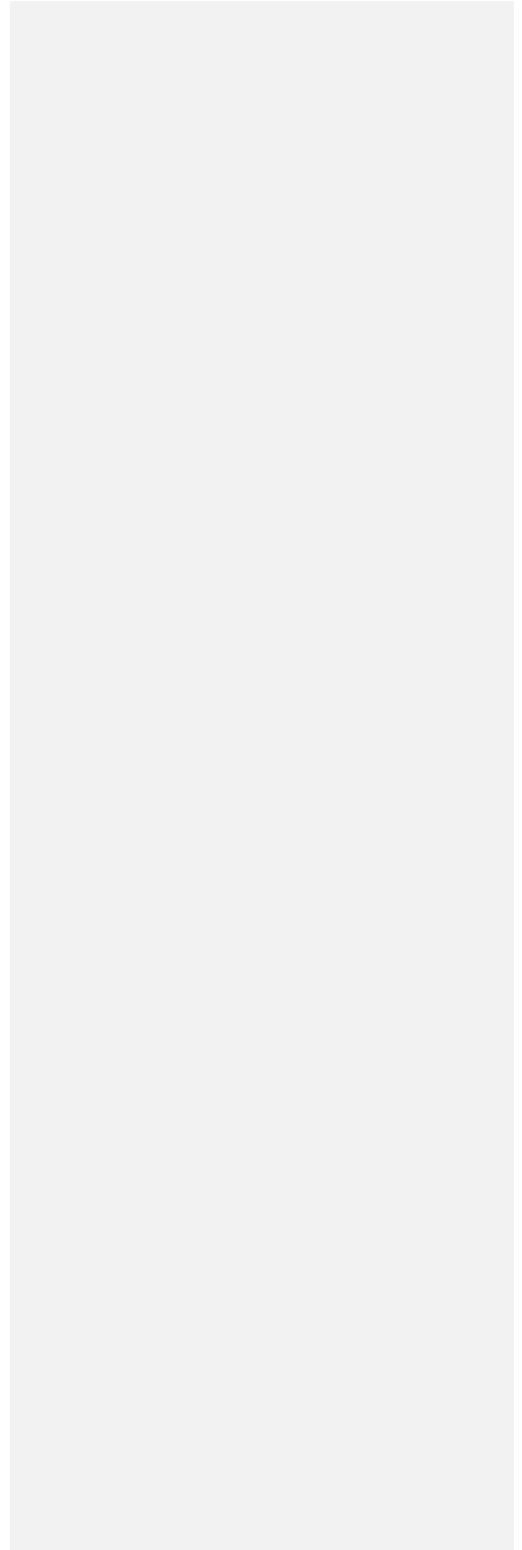
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35



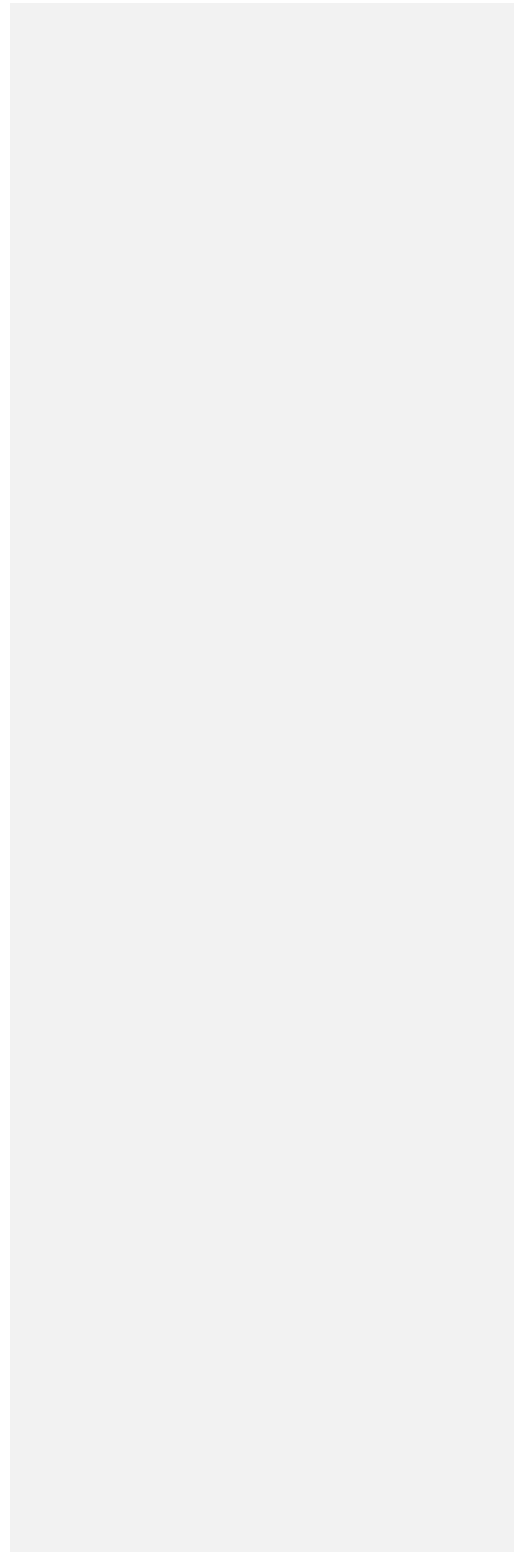
LBCC  
7-17-13  
36



LBCC  
7-17-13  
37



LBCC  
2-20-13  
38



LBCC  
01-16-13  
39

