

**BOROUGH OF RARITAN
COUNCIL MEETING
SEPTEMBER 8, 2015
6:30 P.M. - EXECUTIVE SESSION
7:00 P.M. – AGENDA-WORKSHOP MEETING**

I. STATEMENT OF PUBLIC NOTICE

This Meeting was called pursuant to the provisions of the Open Public Meetings Law. Notices of this meeting were sent to The Courier News and the Star Ledger on January 6, 2015. In addition, copies of notices were posted on the bulletin board in the Municipal Building, on the Raritan Borough website and filed in the office of the Borough Clerk. Notices on the bulletin board have remained continuously posted. Proper notice having been given, the Borough Clerk is directed to include this statement in the minutes of this meeting.

II. ROLL CALL

Denise Carra, James Foohey, Stefanie Gara, Paul Giraldi, Greg Lobell, Andrew Sibilis

III. INVOCATION AND FLAG SALUTE

Councilman Foohey

IV. EXECUTIVE SESSION

Resolution No. 2015-09-104

Executive Session – Subject Matter:
PBA Employment Contract

V. PUBLIC COMMENTS

(In accordance with Section 29-1 of the Code of the Borough of Raritan – There shall be a 5 minute time limit per speaker.) Please direct all questions or comments to the Mayor. Impertinent, specious, or personal remarks are inappropriate and anyone who cannot follow common rules of courtesy or who becomes boisterous may be asked to leave the meeting room. If reading from a prepared statement, please provide a written copy and e-mail a copy to the Borough Clerk's Office after making your comments.

VI. WORK SESSION

1. Sewerage Authority Representative – Interceptor Project (DJ)
2. Engineer's Report (SS)
3. Quarterly Borough Electronics Recycling (DJ)
4. POD Storage Units (ML)
5. Recycling Project - Expired Dog and Cat Tags (MS)
6. Lining of First Growth Plaza (GL)

VII. PUBLIC HEARING

Environmental Commission – Removal of Non-Participating Members

VIII. ORDINANCES - SECOND READING

Ordinance No. 2015-09
(Currently Tabled)
(Public Hearing held on July 14th)

An Ordinance of the Borough of Raritan, County of Somerset, State of New Jersey, Adding Chapter 260, *Precious Metals, Gem, and Secondhand Goods*, to the Code of the Borough of Raritan

IX. RESOLUTIONS

Resolution No. 2015-09-105

Authorizing 2015 Community Development Grant Agreement for Sanitary Sewer Rehabilitation on Old York Road, Orlando Drive, Canal Street

Resolution No. 2015-09-106

Renewal of 2015-2016 Liquor License – 65 Assunta LLC, Loyal Order of Moose Raritan Lodge 1965

X. PURCHASE ORDERS

1. Fire Department – Purchase of Software FH Web Hosting – Firehouse Software in the amount of \$1,899.00.
2. Fire Department – Fire Fighter Equipment – NJ Fire Equipment Company in the amount of \$2,301.82.
3. Fire Department – Fire Fighter Equipment – Continental Fire and Safety Inc. in the amount of \$4,775.50.
4. Fire Department – Fire Fighter Equipment – Emergency Equipment Sales in the amount of \$2,750.05.

XI. CORRESPONDENCE

XII. PUBLIC COMMENTS

XIII. ADJOURNMENT

**Next Borough Council Meeting
September 22, 2015
Executive Session 6:30p.m.
Regular Meeting 7:00p.m.**

BOROUGH OF RARITAN
RESOLUTION NO. 2015-09-104
EXECUTIVE SESSION

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-7, et seq., commonly known as the "Sunshine Law", requires that Borough Council meetings be open to the public except for the discussion of certain subjects; and

WHEREAS, the "Sunshine Law" requires that a closed session be authorized by resolution,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey that the following portion of this meeting shall be closed to the public and the meeting shall be resumed at the end of the closed session.

BE IT FURTHER RESOLVED that the subjects to be discussed and the time of public release of the minutes of the closed session are indicated below:

SUBJECT MATTER: PBA Employment Contract

TIME WHEN AND THE CIRCUMSTANCES UNDER WHICH THE SUBJECT MATTER CAN BE DISCLOSED:

Upon authorization by the Borough Attorney.

Jo-Ann Liptak, Mayor

I HEREBY CERTIFY that the foregoing resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, at their meeting held in the Municipal Building, 22 First Street, Raritan, NJ 08869 on September 8, 2015.

Marguerite Schmitt, Borough Clerk

MOTION	SECOND	NAME	YEAS	NAYS	ABSTAIN	ABSENT
		Carra				
		Foohy				
		Gara				
		Giraldi				
		Lobell				
		Sibilia				

Maggie Schmitt

From: Maggie Schmitt
Sent: Thursday, September 03, 2015 3:31 PM
To: Andrew Sibilia; Denise Carra; Greg Lobell; James Foohey; Jo-Ann Liptak; Paul Giraldi; Stefanie Gara; Dan Jaxel
Subject: Recycling of Expired Dog & Cat Tags
Attachments: Raritan Sharp_20150903_133446.pdf

Mayor & Council,

A student came in the office today inquiring if he could place a small jug in the Municipal Building to collect expired dog and cat tags. He said that he would pick up the collected tags, take them to the recycling center and donate the money to the Somerset Regional Animal Shelter. I have attached the flyer that he presented.

He also asked if I could inform the dog/cat owners about this collection. I suggested that I could use part of his flyer, incorporate it with the renewal notice for the 2016 Dog & Cat licenses and post the info on the website.

For your information the Somerset Animal Shelter is a non-profit organization that is funded by Bridgewater, Manville and Somerville and these towns use them for their animal control services; Raritan does not. These towns are participating in the tag recycling. The young man also stated that he had approximately 8 total towns interested in his project. I did not ask him for a list of those towns.

I will place this item on the 9/8 Agenda for your discussion, however I wanted to give you the information prior to the meeting.

Thank you
Marguerite (Maggie) Schmitt, RMC, CMR
Raritan Borough Clerk
908-231-1300 ext. 13
908-231-0810 (Fax)



Help Save the Shelter!

Somerset Regional Animal Shelter



Bring in your old dog and cat ^{tags} licenses to
be recycled. All money received will be
donated to help save the shelter.

**Thanks to Panera Bread for supplying the
collection buckets.**

&

**Thanks to the M&A Recycling Company for
supporting our shelter and keeping it open!**

MICHAEL B. LAVERY
MICHAEL S. SELVAGGI¹
JOHN J. ABROMITIS
LAWRENCE P. COHEN²
KATHERINE E. INGRASSIA³
JAMES F. MOSCAGIURI
KATRINA L. CAMPBELL⁴
RICHARD W. WENNER⁵

¹CERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL ATTORNEY

²MEMBER OF NJ AND PA BAR

³MEMBER OF NJ AND NY BAR

LAW OFFICES

LAVERY, SELVAGGI, ABROMITIS & COHEN

A PROFESSIONAL CORPORATION

1500 ROUTE 517, SUITE 300
HACKETTSTOWN, NEW JERSEY 07840

Telephone (908) 852-2600

Facsimile (908) 852-8225

23 CATTANO AVENUE
AT CHANCERY SQUARE
MORRISTOWN, NJ 07960
Telephone (973) 285-1281
Facsimile (973) 285-0271

OF COUNSEL:

JAMES A. COURTER
JOEL A. KOBERT
PETER J. COSSMAN

August 25, 2015

Ms. Candace Bauer
142 Weiss Terrace
Raritan, NJ 08869

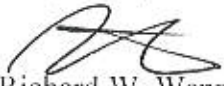
Re: Removal from the Environmental Commission
Pursuant to Section 5-8(B) of the Code of the Borough of Raritan

Dear Ms. Bauer:

You were appointed to serve as a member of the Raritan Borough Environmental Commission. Recently, you have failed or otherwise refused to attend the regularly held meetings of the Environmental Commission. Accordingly, good cause exists to seek your removal from the Commission. This letter is to inform you that pursuant to Section 5-8(B) of the Code of the Borough of Raritan, a hearing seeking your removal from the Environmental Commission will be held on September 22, 2015, at the regularly scheduled Council meeting commencing at 7:00 p.m. at the Borough Hall. At said hearing, you shall have a right to be heard in person or by the counsel of your choice.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,


Richard W. Wenner

RWW/dy

Cc: The Honorable JoAnn Liptak, Mayor
Raritan Borough Council
Dan Jaxel, Borough Administrator
Margaret Schmitt, Borough Clerk
Chair, Environmental Commission



MICHAEL B. LAVERY
MICHAEL S. SELVAGGI¹
JOHN J. ABROMITIS
LAWRENCE P. COHEN²
KATHERINE E. INGRASSIA³
JAMES F. MOSCAGIURI
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OF COUNSEL:

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NEW JERSEY AS A CIVIL TRIAL ATTORNEY

²MEMBER OF NJ AND PA BAR

³MEMBER OF NJ AND NY BAR

August 25, 2015

Ms. Karen Baez
103 Woodmere Street
Raritan, NJ 08869


Re: Removal from the Environmental Commission
Pursuant to Section 5-8(B) of the Code of the Borough of Raritan

Dear Ms. Baez:

You were appointed to serve as a member of the Raritan Borough Environmental Commission. Recently, you have failed or otherwise refused to attend the regularly held meetings of the Environmental Commission. Accordingly, good cause exists to seek your removal from the Commission. This letter is to inform you that pursuant to Section 5-8(B) of the Code of the Borough of Raritan, a hearing seeking your removal from the Environmental Commission will be held on September 22, 2015, at the regularly scheduled Council meeting commencing at 7:00 p.m. at the Borough Hall. At said hearing, you shall have a right to be heard in person or by the counsel of your choice.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,


Richard W. Wenner

RWW/dy

Cc: The Honorable JoAnn Liptak, Mayor
Raritan Borough Council
Dan Jaxel, Borough Administrator
Margaret Schmitt, Borough Clerk
Chair, Environmental Commission



BOROUGH OF RARITAN

ORDINANCE 2015-09

AN ORDINANCE OF THE BOROUGH OF RARITAN, COUNTY OF SOMERSET, STATE OF NEW JERSEY, ADDING CHAPTER 260, *PRECIOUS METALS, GEMS AND SECONDHAND GOODS*, TO THE CODE OF THE BOROUGH OF RARITAN

BE IT ORDAINED by the Borough Council of the Borough of Raritan, County of Somerset and State of New Jersey, as follows:

Section A

Chapter 260 ENTITLED *Precious Metals, Gems and Secondhand Goods*, is hereby created and added to the Code of the Borough of Raritan as follows :

§260-1 Title.

This chapter shall be known and may be cited as the "Precious Metals, Gems and Secondhand Goods Ordinance of the Borough of Raritan."

§260-2 Purpose and Intent.

The purpose and intent of this section is to assist law enforcement officials and victims of crime in recovering stolen precious materials, gems, gemstones and/or other articles by requiring minimum reporting, maintenance and distribution criteria for secondhand and transient dealers.

No person shall use, exercise or carry on the business, trade or occupation of buying scrap gold, old gold, silver, jewelry, home electronics/audio and visual equipment, musical instruments, telephones and telephonic equipment, scales, computers, computer hardware and software, typewriters, word processors, scanners, sporting goods of all kinds, antiques, platinum, all other precious metals, tools of all kinds, televisions, DVRs, GPS, camcorders, car stereos, gift cards, furniture, clothing or other valuable articles, hereinafter referred to as "secondhand goods or articles," or being a secondhand dealer within the Borough of Raritan without having first obtained a license from the Borough of Raritan.

§260-3 Definitions.

For the purposes of this section, the following terms, phrases, words and their derivations shall have the meanings ascribed herein. Words used in the present tense shall include the future, words in the plural number shall include the singular number and words in the singular number shall include the plural number. The word "shall" is always mandatory and not merely directory.

Acceptable identification shall mean acceptable forms of identification which include: a current valid New Jersey Driver's License or Identification Card, a current valid photo driver's license issued by another US state, a valid United States Passport, or other verifiable US government issued identification.

Article shall mean any article of merchandise, including any portion of such article, whether a distinct part thereof or not, including every part thereof whether separable or not, and also including material for manufacture. And as so defined in N.J.S.A. 51:6-1.

Chief of Police shall mean the Chief of Police of the Borough of Raritan or his designee/representative.

Database shall mean a computerized internet capable database with hardware and software compliant to that set by the Chief of Police.

Dealer shall mean any person, partnership, corporation, or other entity, whether permanent or itinerant, who on one or more occasions (through any means) buys or sells or otherwise exchanges or trades secondhand gold, silver, precious metals, gems, or jewelry, and includes anyone advertising the purchase or sale of any of the aforementioned items.

Designated vendor shall mean a person or entity that is appointed or designated by the Chief of Police who is authorized to collect and maintain precious metal transaction information, or other purchase information as defined herein, for the Borough of Raritan.

Gift card shall mean a restricted monetary equivalent or script that is issued by retailers or banks to be used as an alternative to a non-monetary gift.

Itinerant business shall mean any business conducted intermittently within the Borough of Raritan or at varying locations.

Person shall mean any individual natural person, partnership, joint venture, business, society, associate, club, trustee, trust, corporation, or unincorporated group, or an officer, agent, employee, servant, factor or any form of personal representative of any thereof, in any capacity, acting for self or on behalf of another.

Precious metals shall be comprised of gold, silver, platinum and/or their alloys as defined in N.J.S.A. 51:5-1 et seq., N.J.S.A. 51:6-1 et seq., and/or N.J.S.A. 51:6A-1 et seq.; gems, gemstones, coins and all forms of jewelry herein contained.

Public shall mean individuals and retail sellers, not to include wholesale transactions or transactions between other merchants.

Purchase shall mean the exchange of money and the exchange, deposit, pledge, sale, conveyance or trade of any tangible or intangible article.

Reportable transaction shall mean every transaction conducted by a dealer in which precious metals, or other tangible property, are purchased or exchanged from or with the public.

Secondhand goods shall mean any article previously sold, acquired, exchanged, conveyed, traded or otherwise formerly owned, including but not limited to scrap gold, old gold, silver, jewelry, home electronics/audio and visual equipment, telephones and telephonic equipment, scales, computers, computer hardware and software, coins, electronic tablets, cameras, scanners, sporting goods of all kinds, antiques, platinum, all other precious metals, tools of all kinds, televisions, DVRs, GPS, camcorders, car stereos, gift cards, furniture, clothing or other valuable articles.

Transient buyer shall mean a dealer who has not been in any retail business continuously for at least six (6) months at any address in the municipality where the dealer is required to register or who intends to close out or discontinue all retail business in the Borough of Raritan within six (6) months. Or as so defined in N.J.S.A 51:6A-5 and N.J.A.C. 13:47C-1.1.

§260-4 Application and Issuance of License.

a. Initial License Application Process.

Every dealer intending on conducting business with the jurisdiction of the Borough of Raritan shall first make application to the Municipal Clerk and shall set forth the name and address of dealer, his or her age, whether or not he or she is a citizen of the United States and whether or not he or she has been convicted of a crime, the place of conviction, and the date thereof.

A dealer of precious metals, gems or gemstones or second hand goods shall, prior to buying, attempting to buy or offering to buy shall be required to be fingerprinted and shall consent to an investigation of the applicant's moral character and business responsibility as deemed necessary, by the Raritan Police Department, for the protection of the public welfare. In the event that the dealer is a business entity other than a sole proprietorship, the officers in a corporation or the partners in a partnership (or limited partnership) shall be deemed to be the applicant(s) who shall be fingerprinted and investigated in accordance with this section.

Upon initial application to the Municipal Clerk, each dealer shall be provided with an application prescribed by the Raritan Police Department and shall provide the following information on said application:

1. Name and address of dealer;
2. Address from which dealer shall conduct business;
3. Copy of valid zoning and/or construction permits from the Borough of Raritan;
4. Proof that dealer has obtained computer equipment and software required in subsection 6-19.6 of this section, for purposes of reporting all transaction data in electronic format to the Raritan Police Department.

b. Contingency. Upon completion of the investigation, the Chief of Police shall either approve or deny the license based upon the results of the Raritan Police Department investigation. No license shall be issued without the approval of the Chief of Police or his or her designee.

c. Renewal

All renewal applications are to be received in the clerk's office no later than January 10th of each year. In the event that the dealer is a business entity other than a sole proprietorship, if the business entity took on a new officer(s) or partner(s) within the preceding year, the new officer(s) / partner(s) shall be deemed to be the applicant(s) who shall be fingerprinted and investigated in accordance with section "a. *Initial License Application Process.*"

In the event a Dealer fails to file a RENEWAL application by January 31st of each year, the applicant will be assessed a fifty (\$50.00) dollar penalty.

In the event a Dealer fails to file a RENEWAL application after January 31st and after receiving notice by the Raritan Police Department and given 10 business days to file such RENEWAL application, the Dealer license may be revoked following the process as outlined in Section 260-6 of this Ordinance.

§260-5 License Fees; Nontransferability.

- a. Each application for a dealer of secondhand goods license shall be accompanied by an annual fee of three hundred (\$300.00) dollars payable to the Municipal Clerk by January 10th annually.
- b. A license issued under the provisions of this section shall not be transferable and shall terminate on December 31st of the year in which said license is issued.
- c. No license fee shall be pro-rated.

§260-6 Revocation of License.

- a. Licenses issued under the provisions of this section may be revoked by the Chief of Police after a hearing upon notice to the applicant for any of the following causes:
 - 1. Fraud, misrepresentation, or false statement contained in the application for license;
 - 2. Fraud, misrepresentation, or false statement made in the course of carrying on the business of purchasing secondhand precious metals, gems, and jewelry;
 - 3. Any violation of this section;
 - 4. Conviction of any crime or disorderly persons offense involving moral turpitude; and
 - 5. Conducting the business of soliciting or canvassing in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, or general welfare of the public.
- b. Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least five (5) days prior to the date set for the hearing.

§260-7 Dealers' Responsibilities, Requirements and Record Keeping.

Every dealer within the Borough of Raritan shall, upon the purchase of any precious metals, or second hand goods from the public, be required to do as follows:

- a. Record on a numbered receipt the name, address and telephone number of the purchaser; the name, address and telephone number of the seller or sellers; the time and date of the transaction; the net weight in terms of pounds Troy, pennyweight (Troy) or kilograms/grams of the precious metals; fineness in terms of karats for gold, and sterling or coin for silver, in accordance with N.J.S.A. 51:5-1 et seq., and N.J.S.A. 51:6-1 et seq. This information is to be documented through use of an electronic database software system as designated by the Chief of Police. These records shall be subject to the inspection of any authorized police officer of the Borough of Raritan.
- b. Through the use of applicably required computer equipment, and using the electronic format approved by the Chief of Police, enter all transaction into the electronic database within forty-eight (48) hours from the date of purchase. The information entered will contain the information in subsection 6-19.6a. above, plus the following:
 - 1. A physical description of the seller;
 - 2. The receipt number;

3. A full description of the item or items purchased, including but not limited to, marks, numbers, dates, sizes, shapes, initials, monograms and serial numbers.
4. The price paid for the item;
5. The form must be signed by the seller;
6. The form must be legibly initialed by the clerk or the dealer who made the transaction so as to readily identify that individual.
7. A color photograph or color image of the seller's presented identification.
8. A color photograph or color image of all items sold. When photographing or imaging all items must be positioned in a manner that makes them readily and easily identifiable.
9. Items should not be grouped together when photographing or imaging; each item will have its own color photograph or color image.

c. The precious metals are to be made available for inspection by the Chief of Police of the Borough of Raritan for a period of three (3) days from the date the information required above is received by the Chief of Police on the approved form. The precious metals shall remain in the same condition as when purchased and shall not be changed, modified, melted or disposed of by the purchaser until the five-day period has expired. During this three-day period, the precious metals shall be placed in public view at the purchaser's place of business. If the property is such that it would create a hardship on the dealer by holding the precious metals for such period, the dealer may present the property to the Chief of Police in order that it may be photographed and, if deemed necessary by the Chief of Police, an investigation be implemented. The Chief of Police has the authority to grant the dealer a waiver of the requirement under this subsection.

d. In the event a database failure, or dealer's computer equipment malfunction, all transaction information is required to be submitted on paper forms approved by the Chief of Police. In the event that paper forms are used, the dealer is responsible to enter all transaction information into the database as soon as possible upon the dealer's equipment being repaired or replaced, or the database coming back into service. Failure by the dealer to properly maintain computer equipment in a reasonable fashion, or failure by the dealer to replace faulty computer equipment, may result in the dealer being cited for a violation of the ordinance and subsequently being subject to the penalties for doing so.

e. Dealer payment to the sellers in cash shall be limited to two (2) transactions during a seven (7) day period for the same seller. The seven (7) day period will commence on the day of the first transaction and end seven (7) days after the transaction, i.e. if transaction #1 occurs on Monday the seven (7) day period ends on Sunday. Furthermore, no cash payments shall be made to the same sellers who make more than five (5) transactions in any given thirty (30) day period. Sellers making transactions over the number of prescribed weekly and monthly periods will be paid by the dealer by means of a bank check drawn from the dealer's business account.

f. It shall be the requisite duty of every dealer, and of every person in the dealer's employ, to admit to the premises during business hours any member of the Raritan Police Department to examine any database, book, ledger, or any other record on the premises relating to the purchase of precious metals from the public, as well as the articles purchased or received, and to take possession of any article known by the police officer or official to be missing or to have been stolen, or where the officer or official has probable cause to believe the article is missing or stolen.

§260-8 Nonapplicability.

This section shall not apply to purchases made by jewelers or other dealers from wholesalers or other suppliers, but shall only apply to those purchases made from the public or other retail purchases. The dealer shall keep records of all wholesale purchases for a period of six (6) months from the date of such purchase, which records shall be opened to investigation by the Raritan Police Department.

§260-9 Purchases from Minors.

No dealer within the Borough of Raritan shall purchase any precious metals from any person under the age of eighteen (18) years.

§260-10 Violations and Penalties.

Violation of any provision of this section shall, upon conviction thereof, be punished by a minimum fine of one hundred (\$100.00) dollars or a maximum of two thousand (\$2,000.00) dollars or by imprisonment for a term not exceeding ninety (90) days or by a period of community service not exceeding ninety (90) days. Each and every violation shall be considered a separate violation. Every day that a violation continues shall be a separate violation. Each violation shall result in an additional ten (10) day suspension. Any person who is convicted of violating the provisions of this Chapter within one year of the date of a previous violation and who was fined for the previous violation may be sentenced by the Court to an additional fine as a repeat offender. The additional fine imposed as a repeat offender shall not be less than the minimum or exceed the maximum fine provided herein, and same shall be calculated separately from the fine imposed for the violation of this section.

Section B

All ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistencies.

Section C.

If any section, subsection, paragraph, phrase or sentence of this ordinance is, for any reason, declared to be unconstitutional or invalid, such section, subsection, paragraph, phrase or sentence shall be deemed severable.

Section D.

This ordinance shall take effect immediately upon final publication as provided by law.

INTRODUCED: 6-9-15

MOTION	SECOND	NAME	YEAS	NAYS	ABSTAIN	ABSENT
	✓	Carra	✓			
		Foohy	✓			
✓		Gara	✓			
		Giraldi	✓			
		Lobell				✓
		Sibilia	✓			

Hearing 7-14-15

HEARING AND ADOPTION:

MOTION	SECOND	NAME	YEAS	NAYS	ABSTAIN	ABSENT
		Carra				
		Foohy				
		Gara				
		Giraldi				
		Lobell				
		Sibilia				

Adopted on second and final reading on

_____.

Mayor

Attest: _____

BOROUGH OF RARITAN
RESOLUTION 2015-09-105

**AUTHORIZING 2015 COMMUNITY DEVELOPMENT GRANT AGREEMENT FOR
SANITARY SEWER REHABILITATION - OLD YORK ROAD,
ORLANDO DRIVE, CANAL STREET**

WHEREAS, the Borough of Raritan wishes to enter into grant agreements with Somerset County for U.S. Department of Housing and Urban Development Community Development funds for the following project:

**PROJECT: SANITARY SEWER REHABILITATION - OLD YORK ROAD,
ORLANDO DRIVE, CANAL STREET**

GRANT AMOUNT: \$75,853

SUB GRANT NO: 15-U1651-16

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey that the grant agreement for the above project is approved and the Mayor and Borough Clerk are hereby authorized to sign said agreement.

Jo-Ann Liptak, Mayor

I HEREBY CERTIFY that the foregoing resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey at their meeting held in the Municipal Building, 22 First Street, Raritan, NJ 08869 on September 8, 2015.

Marguerite Schmitt, Borough Clerk

MOTION	SECOND	NAME	YEAS	NAYS	ABSTAIN	ABSENT
		Carra				
		Foohy				
		Gara				
		Giraldi				
		Lobell				
		Sibilia				

**SOMERSET COUNTY
COMMUNITY
DEVELOPMENT
BLOCK GRANT
2015
SUBGRANT
AGREEMENT**



**PROJECT TITLE: Sanitary Sewer Rehabilitation Old York
Road, Orlando Drive, Canal Street**

SUBGRANTEE: Borough of Raritan

**PROJECT #: 15-U1651-16
HUD GRANT: B-15-UC-34-0110**



CHECKLIST FOR 2015 SUBGRANT AGREEMENTS

Please be sure to address all required components of your agreement.
Boldfaced items require additional information or signature prior to returning your agreement to the Somerset County Community Development Office for final execution by the Freeholder Director.

VERIFIED COMPLETE BY SUBGRANTEE	REQUIRED COMPONENTS	VERIFIED COMPLETE BY CD STAFF
	Page 2 of 6 (verify name, fill-in phone, fax, email)	
	Page 6 of 6 (needs notarized signature)	
	Addendum 1 & 2 (signature of authorizing person & notarized)	
	Attachment A – Project Information: (Fill in Sections 1 and 2; Public Services also complete Sections 3 and 4)	
	Attachment B – General Terms & Conditions: Must be returned with Subgrant	
	Attachment C – Record Keeping: Must be returned with Subgrant	
N/A	Attachment D – Special Conditions Religious Organizations: (only if present) (authorized signature)	N/A
	Drug-Free Workplace Certification (fill in address as place of performance and authorized signature)	
	Lobbying Certification (authorized signature)	
	Law Enforcement Certification (municipalities only) (Mayor's signature)	
	Current Certificate of Insurance naming Somerset County as Additional Insured	
	Current Certificate of Good Standing with no outstanding annual reports (nonprofits only)	
	Affirmative Action Policy must be on file	
	Current Audit	

SOMERSET COUNTY, NEW JERSEY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBGRANT AGREEMENT (8/2015)

#15-U1651-16 RARITAN BOROUGH – 2015 REHABILITATION OF SANITARY SEWER MANHOLES

THIS AGREEMENT, entered into this _____ day of _____, 2015 by and between the SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS, (hereinafter referred to as the "County") and RARITAN BOROUGH (hereinafter referred to as the "Subgrantee").

WHEREAS, on June 9, 2015, the Somerset County Board of Chosen Freeholders approved and authorized the submission of an Action Plan for the Use of Funds for Fiscal Year 2015 to the U. S. Department of Housing and Urban Development (HUD); and

WHEREAS, said Action Plan included projected funding for the Subgrantee's project; and

WHEREAS, the Department of Housing and Urban Development has accepted the County's Consolidated Plan and Action Plan for Fiscal Year 2015.

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. SCOPE OF SERVICES

The Subgrantee will be responsible for the administration of a project entitled **2015 Rehabilitation Of Sanitary Sewer Manholes** and will utilize **\$75,853.00** in Fiscal Year 2015 Community Development Block Grant Funds to undertake the project described in Section 1 of Attachment "A". Funds available under this Subgrant Agreement will be applied toward the specific activities enumerated in Attachment "A". The County and the Subgrantee may revise the Project Description by mutual consent, PROVIDED the category of beneficiaries, basic purpose of the project, project location, or HUD activity category are not changed, which require amendment of the Consolidated Plan and this Agreement.

2. TIME OF PERFORMANCE

Implementation of the project shall commence as soon as this Subgrant Agreement is fully executed and shall proceed in accordance with the schedule set forth in Section 2 of Attachment A. The County and the Subgrantee may revise the implementation schedule by mutual consent.

3. TIMELY EXPENDITURE REQUIREMENT

All CDBB funds must be expended within 18 months of the commencement of the September 1st program year or this subgrant agreement will be terminated. (For Program Year 2015 this deadline is February 28, 2017.)

One 60-day extension will only be granted to the subgrantee if at least 51% of the grant has been drawn and a written request is presented to the County. The written request must explain progress to date; explain circumstances which prevent timely expenditure; and give a timeline for full expenditure.

This subgrant agreement will be terminated in funds are not completely expended at the conclusion of one 60-day extension.

Funds that are recovered at the conclusion of the contract period will be reprogrammed to the next year's Action Plan.

Changes in the use of CDBG funds are not permissible. If the subgrantee is unable to implement the activity for which CDBG funds are awarded or if a balance remains after the completion of an activity, the balance of the funds shall be returned and shall be reprogrammed by the County in the next Program Year.

4. COMPENSATION

It is expressly agreed and understood that the total compensation to be paid by the County under this Subgrant Agreement for the above described project shall not exceed \$75,853.00.

The project budget shall be as set forth in Section 3 of Attachment "A".

The County and the Subgrantee may revise the project budget by mutual consent, PROVIDED the total subgrant amount is not increased or decreased by more that 20%, which requires amendment of the Consolidated Plan and this Agreement.

5. COMMUNICATIONS

The Subgrantee will direct all communications concerning this Subgrant Agreement to: Kimberly Cowart, Director, Somerset County Community Development Office, Post Office Box 3000, 27 Warren Street, Somerville, NJ 08876.

The Subgrantee has designated the following individual as Community Development Liaison, and all communications concerning this Subgrant Agreement will be directed to:

Stanley J. Schrek, P.E., Borough Engineer
22 First Street
Raritan, New Jersey 08869

(908) 454-3080 ext. 30
TELEPHONE NUMBER

(908) 454-1397
FAX NUMBER (if available)

sschrek@vcea.org
E-MAIL (if available)

6. RECORDS AND REPORTS

The Subgrantee agrees to establish and maintain sufficient records in a format acceptable to the County in order to enable the County to determine whether the Subgrantee has met the regulations of the US Department of Housing and Urban Development.

- A. General record keeping requirements are covered in the applicable Code of Federal Regulations (CFR) Sections listed in Attachment B. Special record keeping requirements for Community Development projects are outlined in Attachment C. With respect to financial records, the Subgrantee must specifically maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and eligibility of all costs.
- B. The Subgrantee shall submit project progress reports and financial status reports on a regular basis according to a schedule determined by the County, or by special request from the County, and in a format acceptable to the County. The quarterly reports for this project must include FORMS A AND B.
- C. Currently, audits must be submitted annually (see Section 4 of Attachment B) and regular progress reports must be submitted each December 15th, March 15th, and June 15th, plus an Annual (summary) Report each September 15th.
- D. **Vouchers will not be processed unless progress reports are current, and payments due will be withheld for overdue or incomplete (as determined by the CD Staff) progress reports**, per Section 5.A. (1) of Attachment B. Subgrantees will be notified by telephone and or regular mail.

7. PAYMENTS

- A. The County agrees to pay the Subgrantee for all reasonable and allowable project costs in accordance with the project budget set forth in Section 3 of Attachment "A" upon submission of a bona fide County Community Development (orange) voucher with complete documentation.
- B. Payments can only be made for costs incurred after full execution of the Agreement, except the County may at its option permit reimbursement for pre-award costs provided such reimbursement would be in full compliance with 24 CFR 570.200 (h). For projects requiring Environmental Assessments or Environmental Reviews requiring Public Notice and Comment Periods, disbursement of funds cannot be made until written notification of release of funds is received from HUD.
- C. Subgrantees may pay contractors and request reimbursement. The subgrantees must disburse funds to the contractor(s) within 3 days of receipt of check.
- D. Subgrantees are expected to submit vouchers for project expenditures at least quarterly in conjunction with the required progress reports. This is necessary to insure compliance with the timeliness requirements for the CDBG program contained in 24 CFR 570.902.
- E. All payments must be approved by the Board of Chosen Freeholders, and are therefore tied to its meeting schedule. A schedule of voucher submission deadlines and projected payment dates will be provided each calendar year. The listed payment dates will be approximate, and the County is not responsible for payment delays caused by events beyond its control, e.g. HUD or bank actions.

8. AMENDMENTS

The County and/or the Subgrantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, excluding those specified in Sections 1, 2, and 3 above, which are mutually agreed upon by and between the County and the Subgrantee shall be incorporated in written amendments to this Subgrant Agreement.

9. TERMINATIONS

This Subgrant Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment B.

10. PROGRAM CANCELLATION

It is understood that this Subgrant Agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the County reserves the right to cancel this Subgrant Agreement on five days notice effective immediately, and in such event the County shall only be obligated for the payment under this Agreement for the payment under this Agreement for services rendered or work performed prior to the effective date of cancellation.

11. OBLIGATIONS OF SUBGRANTEE WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subgrantee shall remain fully obligated under the provisions of this Subgrant Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the Subgrantee pursuant to this Subgrant Agreement. Any party which is not the Subgrantee shall comply with all lawful requirements of the Subgrantee necessary to insure that the project for which assistance is being provided under this Subgrant Agreement is carried out in accordance with the Subgrantee's assurances and certifications to the County.

12. GENERAL TERMS AND CONDITIONS

This Subgrant Agreement is subject to and incorporates all of the terms and conditions outlined in Attachment B and the Subgrantee agrees to comply with all such terms and conditions.

13. CITIZEN PARTICIPATION REQUIREMENTS FOR MUNICIPALITIES

The Subgrantee, if a municipality, agrees to comply with the requirements of the Somerset County Consolidated Plan Citizen Participation Plan as adopted by the Somerset County Community Development Committee and Board of Chosen Freeholders.

14. CONTINUED GOOD STANDING FOR PRIVATE NONPROFIT CORPORATIONS

The Subgrantee, if a private nonprofit corporation, must provide a copy of a Certificate of Good Standing from the New Jersey Secretary of State as a condition for execution of this Agreement, must maintain its good standing for the duration of the Agreement, and agrees to provide documentation of its continued good standing to the County on request.

15. SPECIAL CONDITIONS

If applicable, any special conditions pertaining to this Subgrant Agreement are specified in Attachment D.

16. PERFORMANCE MEASURES

In accordance with HUD directive, the Community Development Office has adopted a Performance Measures Policy. The Subgrantee is responsible for reviewing the attached policy and implementing performance measurements in their Attachment A and subsequent Quarterly and Annual Performance Measures Report forms. This includes the Subgrantee identifying its goals, inputs, activities, outputs, and outcomes for this project.

SUBGRANTEE: Raritan Borough
PROJECT: 2015 Rehabilitation of Sanitary Sewer Manholes
SUBGRANT #: 15-U1651-16

IN WITNESS WHEREOF, the County and the Subgrantee have executed this Agreement as of the date first above written.

Attest:

SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS

Clerk

By: _____

Name: Mark Caliguire
Title: Freeholder Director

Attest:

RARITAN BOROUGH

Clerk or Notary
with Seal

By: _____
(Signature)

Name: Jo-Ann LIptak
(Print or Type)

Title: Mayor
(Print or Type)

ADDENDUM: 1

COMMUNITY DEVELOPMENT LIAISON DESIGNATION FORM

SUBGRANTEE Borough of Raritan SUBGRANT # 15-111651-16

PROJECT NAME: Sanitary Sewer Rehabilitation, Old York Road, Orlando Drive, Canal Street

The Subgrantee agrees to notify the County in writing if this Designee's employment or appointment with the Subgrantee ends, and the County shall not be responsible for any consequences resulting from the Subgrantee's failure to provide such notification.

DESIGNATION OF COMMUNITY DEVELOPMENT LIAISON

As of the date of September 8, 2015, the Subgrantee has designated the following individual and mailing address as Community Development Liaison, and all communications concerning this Subgrant Agreement will be directed to:

Daniel Jaxel, Borough Administrator
NAME

Municipal Building, 22 First Street
ADDRESS

Raritan, New Jersey 08869
ADDRESS

(908) 231-1300, ext. 15 (908) 231-0810
TELEPHONE NUMBER

AUTHORIZED BY: (Must be the signatory of the Subgrant Agreement or the Current Mayor or the Current Executive Director of the Non-Profit):

(Authorizing Signature) DATE: September 8, 2015

NAME: Jo-Ann Liptak ATTEST:
(Please Type)

TITLE: Mayor _____
(Please Type) Clerk or Notary with Seal

ADDENDUM: 2

ADDITIONAL SIGNATORY AUTHORIZATION FORM

SUBGRANTEE Borough of Raritan SUBGRANT#: 15-III1651-16

PROJECT NAME: Sanitary Sewer Rehabilitation, Old York Road, Orlando Drive, Canal Street

This is a Signatory Authorization Form which identifies persons designated by the Subgrantee to submit to the County vouchers, reports, other documents, or pertinent information as required. No more than two (2) Additional Signatories may be so authorized for any Subgrant at any time. If only one Designee is named on this form, the **second Designee spaces must be marked "Not Applicable."**

Should this form not be completed, the signatory of the Subgrant Agreement will be the only person recognized and authorized by the County to request reimbursement and to submit required reports.

The authorization shall remain in effect for the duration of the Subgrant Agreement unless the County Community Development Office is notified in writing to cancel it.

The Subgrantee agrees to notify the County in writing if this Designee's employment or appointment with the Subgrantee ends, and the County shall not be responsible for any consequences resulting from the Subgrantee's failure to provide such notification.

ADDITIONAL AUTHORIZED SIGNATORIES:

(Signature of Designee) (Signature of Designee)

NAME: Daniel Jaxel NAME: Stan Schrek
(Please Type) (Please Type)

TITLE: Borough Administrator TITLE: Borough Engineer
(Please Type) (Please Type)

AUTHORIZED BY: (Must be the signatory of the Subgrant Agreement or the Current Mayor or the Current Executive Director of the Non-Profit):

(Authorizing Signature) DATE: September 8, 2015

NAME: Jo-Ann Liptak ATTEST:
(Please Type)

TITLE: Mayor _____
(Please Type) Clerk or Notary with Seal

INSTRUCTIONS FOR COMPLETING ATTACHMENT A
Construction Projects (revised 08/09)

Section 1: PROJECT DESCRIPTION (Page A-1)

Describe in detail the project to be undertaken with this Subgrant. Describe only those project components that will be eligible for reimbursement. Please note that the following project must conform to all Codes and the requirements of Federal, State and local regulatory agencies having jurisdiction, including but not limited to Construction Code, National Plumbing Code, NFPA, BOCA, ASHRAE and SMACNA as applicable.

Section 2: PROJECT IMPLEMENTATION SCHEDULE (Page A-1)

Provide a specific Month/Year when project activities funded by this Subgrant will begin and are expected to be completed. Also LIST SPECIFIC MAJOR EVENTS, ACTIVITIES, or MILESTONES and provide dates (M/Y).

Section 3: APPROVED PROJECT OPERATING BUDGET (Page A-2)

Provide a breakdown by category of the total operating budget for this project, showing what portion is CDBG funds and what portion is from other sources. You must also identify the sources of the other funds. The CDBG funds and the other funds should equal the total operating budget for each budget category. Please note the following:

1. Subgrant funds can only be used to fund project components that (1) were specified in the application on which the Subgrant award was based, (2) are eligible under CDBG regulations, and (3) comply with OMB Circular A-122, "Cost Principles for Nonprofit Organizations" or A-87, "Cost Principles for State and Local Governments."
2. Since few applications are fully funded, you will need to select the specific components the Subgrant funds will be applied toward, and enter whole dollar amounts in all appropriate spaces. Some adjustment may be possible during the term of the Subgrant, but must be approved.
3. Only that portion of Administration/Supervision costs that can be documented as directly applying to the CDBG funded activities will be reimbursed. Contact the CD Office for guidance regarding this.
4. Out of state training or travel requires prior approval by the CD Office. Long distance travel will require special justification.

ATTACHMENT "A" TO CDBG SUBGRANT AGREEMENT
(CONSTRUCTION PROJECT)

RARITAN BOROUGH - 2015 REHABILITATION OF SANITARY SEWER MANHOLES
SUBGRANT NUMBER: 15-U1651-16

Section 1: PROJECT DESCRIPTION

Describe in detail the project to be undertaken with the subgrant. Only those project components described below will be eligible for reimbursement. Please note that the following project must conform to all Codes and the requirements of Federal, State and local regulatory agencies having jurisdiction, including but not limited to Construction Code, National Plumbing Code, NFPA, BOCA, ASHRAE and SMACNA as applicable.

REHABILITATION OF SANITARY SEWER MANHOLES, WITHIN THE CDBG AREA, ON
DE YORK ROAD, ORLANDO DRIVE, CALAL STREET & SOMERSET STREET. WORK
WILL INCLUDE SEALING SECTIONS OF BRICK/MORTAR STRUCTURES USING
TRENCHLESS TECHNOLOGIES AND INSTALLATION OF LID LINGS.

Section 2: PROJECT IMPLEMENTATION SCHEDULE

If any activity isn't applicable to this project, please enter N/A.

<u>ACTIVITY</u>	<u>COMPLETION DATE (Month & Year)</u>
Advertise for A/E Firm	N/A
Receive A/E Proposals	N/A
Award A/E Contract	N/A
Solicit Construction Bids	MARCH 2016
Receive Construction Bids	MARCH 2016
Award Construction Contract	APRIL 2016
Pre-Construction Meeting	APRIL 2016
Commence Construction	MAY 2016
Complete Construction	NOVEMBER 2016

ATTACHMENT "A" TO CDBG SUBGRANT AGREEMENT (CONSTRUCTION PROJECT)
RARITAN BOROUGH - 2015 REHABILITATION OF SANITARY SEWER MANHOLES
SUBGRANT NUMBER: 15-UJ1651-16

Section 3: APPROVED PROJECT OPERATING BUDGET: column b + column c, must = column a, throughout the Table

a. BUDGET CATEGORIES	b. TOTAL PROGRAM OPERATING BUDGET	c. CDBG SUBGRANT FUNDS	d. OTHER FUNDS	e. SOURCE OF OTHER FUNDS
A. A/E Design Fees	\$ 15,000		\$ 15,000	CAPITAL BUDGET
B. Project Construction Cost	\$ 100,000	\$ 75,857	\$ 24,147	CAPITAL BUDGET
C. A/E Supervision Costs	\$ 10,000		\$ 10,000	CAPITAL BUDGET
D. Other (please specify)				
E. Other (please specify)				
F. Contingency				
G. TOTAL	\$ 125,000	\$ 75,857	\$ 49,147	

**ATTACHMENT B - GOVERNMENT ENTITIES
GENERAL TERMS AND CONDITIONS**

1. COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the Federal Government or agencies, except that the County retains environmental responsibilities under 24 CFR 570.

2. COMPLIANCE WITH PROCUREMENT STANDARDS

The Subgrantee shall comply with the requirements of 24 CFR 85.36, specifically:

- A. Grantees and Subgrantees will use their own procurement procedures, which reflect applicable State and local laws and regulations provided that the procurements conform to applicable Federal law and standards.
- B. Although the New Jersey Public Contracts Law (N.J.S.A. 40:11) permits the awarding of professional service contracts without competitive bidding, subgrantees awarding professional service contracts must comply with the requirements of Federal legislation.
- C. The Department of Housing and Urban Development requires Subgrantees to obtain competitive proposals for professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Public Notice for Request for Proposals must be published at least once in a newspaper of general circulation in the municipality.

3. COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

The Subgrantee shall comply with all requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments," OMB Circular A-128, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of OMB Circular A-102 (24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local and Federally Recognized Indian Tribal Governments"):

- A. Section 85.3, "Definitions";
- B. Section 85.6, "Additions and Exceptions";
- C. Section 85.12, "Special grant or subgrant conditions for 'high-risks' grantees";
- D. Section 85.20, "Standards for financial management systems," except paragraph (a);
- E. Section 85.21, "Payment," except as modified by Section 570.513;
- F. Section 85.22, "Allowable costs";
- G. Section 85.33, "Supplies";
- H. Section 85.34, "Copyrights";
- I. Section 85.35, "Subawards to debarred and suspended parties";
- J. Section 85.36, "Procurement," except paragraph (a);
- K. Section 85.37, "Subgrants";
- L. Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) - (d) and (f);
- M. Section 85.42, "Financial reporting," except paragraphs (a), (b), and (e);
- N. Section 85.42, "Retention and access requirements for records";
- O. Section 85.43, "Enforcement";
- P. Section 85.44, "Termination for convenience";
- Q. Section 85.51, "Later disallowances and adjustments"; and
- R. Section 85.52, "Collection of amounts due."

4. COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during normal business hours, and as often as the County may deem necessary, there shall be made available to the County or to the Federal Government for examination, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the County and the Federal Government to audit, examine and make excerpts or transcripts.

Subgrantees that receive \$25,000 or more a year in Federal financial assistance of any form shall have an audit made in accordance with the Single Audit Act of 1984 (Public Law 98-502) in the manner specified in Federal OMB Circular A-128, "Audits of State and Local Governments", and State of New Jersey OMB Circular 87-11.

5. COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION, REPAYMENT

A. If the Subgrantee materially fails to comply with any term or provision of this Agreement, whether stated in a federal statute or regulation, an assurance or in an application, or if the Subgrantee breaches any term or provision of the Agreement, the County may take one or more of the following actions:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee;
- (2) Disallow all or part of the cost of the activity or action not in compliance;
- (3) Wholly or in part suspend or terminate the Agreement and the subgrant for the Subgrantee's project;
- (4) Require the Subgrantee to repay to the County all or part of any funds disbursed under this Agreement;
- (5) Take such other remedies as may be legally available to the County.

With respect to such action by the County, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

Costs incurred by Subgrantee during suspension or after termination are not allowable unless expressly authorized by the County in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subgrantee before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are noncancelable and would be allowable if the Agreement were not suspended or terminated.

- B. Except as provided in A. above, this Agreement may be terminated in whole or in part only in the following manner:
- (1) by the County with the consent of the Subgrantee. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.
 - (2) by the Subgrantee or the County upon written notification to the other party setting forth the reasons and basis for such desired termination, the effective date and, in the case of a partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety.
- C. It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and there shall be no further liability by and between the parties hereto.
- D. Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the Contract and agrees to file and submit all such necessary final reports and data as may be required by the County or the Department of Housing and Urban Development.

6. PROGRAM INCOME REQUIREMENTS

All Program Income, as defined in 24 CFR 570.500(a), earned during any period under which the Subgrantee is assisted, shall be forwarded to the County as expeditiously as possible. The policy of the County is to return all program income to the Subgrantee for use in the project that generated it, but the County retains the right to allocate all program income as it deems appropriate.

Proceeds from the sale or other disposition of personal property shall be governed in accordance with 24 CFR 85.32.

7. REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subgrant Agreement, the Subgrantee shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of CDBG funds. In addition, Subgrantee shall transfer and return to the County any equipment and unused supplies purchased with CDBG funds.

Any real property under Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall either be:

- A. used to meet one of the national objectives contained in 24 CFR 570.208 until five years after completion of the project, which constitutes the expiration of this Subgrant Agreement, or such longer period as determined appropriate by the County; or
- B. disposed of in a manner that results in the County being reimbursed in the amount of the fair market value of the property less any portion of such value attributable to non-CDBG funds acquisition or improvement to the property. Reimbursement is not required after the five-year period set forth in A. above.

8. HOLD HARMLESS AGREEMENT & INSURANCE REQUIREMENTS

By signing this Agreement, the Subgrantee agrees to indemnify and hold harmless the County, its agents, servants, and employees from any and all liability of whatever nature arising out of the Subgrantee, the service performed by the Subgrantee, and the work performed under this Subgrant Agreement.

This Subgrant Agreement shall not take effect, and the Subgrantee shall not commence work under this Subgrant Agreement, until all insurance required hereunder is in effect and a Certificate of Insurance has been furnished to the County in a format acceptable to the County. The Certificate shall provide for 10 days written notice to the County prior to the cancellation, expiration or non-renewal during the term of the insurance. The County, its agents, departments and employees shall be named as an additional insured under all policies listed on the Certificate, which shall be explicitly noted on the Certificate. In the event the Subgrantee fails or refuses to renew any of its insurance policies as necessary, or any policy is canceled, terminated or modified so that the insurance does not meet the requirements of this Agreement, the County may cancel this Agreement and/or refuse to make any payment of further monies due under this Agreement to the Subgrant. All said insurance of the Subgrantee shall contain a clause indemnifying and saving harmless the County, its agents, servants, and employees from any and all liability of whatever nature arising out of the Subgrantee, the service performed by the Subgrantee, and the work performed under this Subgrant Agreement. The required insurance is set forth as follows, with the specific limits subject to change by the County:

- A. Liability Insurance - Public, personal injury liability and property damage liability, including contingent liability and contractual liability with limits of \$500,000 and \$1,000,000.
- B. Automobile Liability Insurance - With limits of \$500,000 and \$1,000,000.
- C. Casualty, Fire, Loss and Theft - For personal property used in the Program belonging to either the Subgrantee, or third parties with limits of \$50,000 or \$100,000.
- D. Worker s Compensation and Employer s Liability - The Subgrantee shall have and maintain during the life of this Subgrantee Agreement, statutory Worker s Compensation and Employer Liability Insurance for all employees.
- E. Projects located in special flood hazard areas are subject to the mandatory purchase of flood insurance; refer to Section 20 for the specific requirements.

9. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subgrantee shall incorporate the requirements of paragraph A. in all of its contracts for program work, except contracts governed by paragraph b. of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

A. Activities and Contracts Not Subject to Executive Order 11246, As Amended.

The Subgrantee agrees that if any activities under this Agreement are not subject to Executive Order 11246, as amended, then the Subgrantee shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, disability, marital or familial status. The Subgrantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability, marital status or familial status such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Subgrantee shall post in conspicuous places, available to employees and applicants for employment; notices to be provided by the government setting forth the provision of this nondiscrimination clause. The Subgrantee shall state that all qualified applicants will receive consideration of employment without regard to race, color, religion, sex, national origin, disability, marital status or familial status.

B. In Regard to Contracts Subject to Executive Order 11246, As Amended.

- (1) The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, marital status or family status. The Subgrantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, marital status or family status. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
- (2) The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee state that all qualified applicants will receive consideration for employment without regard to race color, religion, sex, national origin, disability, marital status or family status.
- (3) The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer advising said labor union or workers representative of the Subgrantee commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Subgrantee's noncompliance with the nondiscrimination clauses of the Agreement, or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 or September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Subgrantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including

sanctions for noncompliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States.

10. NONDISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

This Subgrant Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, national origin, disability, marital status or family status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11. COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, AS AMENDED

This Subgrant Agreement is subject to the requirements of Title VII of the Civil Rights Act of 1968 (P.L.90-284) as amended.

The Subgrantee, in regard to the administering of all programs and activities relating to housing and community development funded by this Subgrant Agreement will do so in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing or housing, and the provision of brokerage services within the Subgrantee=s jurisdiction.

12. COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin, sex, disability or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

13. COMPLIANCE WITH FAIR HOUSING LAWS

The Subgrantee will comply with Executive Order 11063 for equal opportunity in housing and nondiscrimination in the sale, rental or use of housing built with Federal assistance, and with the Fair Housing Amendments Act of 1988 as applicable. HUD implementing regulations are contained in 24 CFR Part 107 for EO 11063 and in A Federal Register notice dated January 23, 1989, implementing 24 CFR Parts 14, 100, 103, 104, 106, 109, 110, 115, and 121.

14. COMPLIANCE WITH AFFIRMATIVE ACTION

The Subgrantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246, as amended.

15. COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The Subgrantee agrees that in planning, and carrying out the housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, and other public construction project described in Section 1 of Attachment A, to the greatest extent feasible:
1. Training, economic, and employment opportunities will be given to section 3 residents (defined as either a. residents of public housing; b. low-income persons (families including single persons whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for family size or other income ceilings established by HUD); or c. very low-income persons (families including single persons whose incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for family size or other income ceilings established by HUD) residing in the metropolitan area or Somerset County; and
 2. Priority consideration shall be given, when feasible to Section 3 business concerns that provide economic

opportunities for section 3 residents in Somerset County. A section 3 business is a business concern that is substantially owned by section 3 residents; whose permanent full-time employees include at least 30% section 3 residents; or that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the prior two criteria.

- B. The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement where the contract or subcontract for the work exceeds \$100,000:
1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for Housing.
 2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 3. The contractor agrees to send to each labor organization or representative of worker with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places of the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preferences, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 5. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) require that to the greatest extent feasible (i) performance and opportunities shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."
- C. The Subgrantee further agrees to provide documentation of all activities undertaken to comply with these requirements to the County with each request for payment. HUD regulations at 24 CFR Part 135 are recommended as guidance regarding expectations for compliance with Section 3.

16. FEDERAL LABOR STANDARDS REQUIREMENTS

The Subgrantee agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families, the Subgrantee and all contractors engaged under contracts in excess of \$2,000 for the construction, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor under 28 CFR Parts 3 and 5 and 5a governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local

law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payment of the higher rates. The Subgrantee shall cause, or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such Agreements in excess of \$10,000, 29 CFR 5a.3.

No award of the contract covered under this Section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

17. COMPLIANCE HOURS AND WAGE REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276A - 276A-5) and to comply with the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-28) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards in so far as these acts apply to the performance of this Agreement.

18. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT

No qualified individual with disabilities shall, solely on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance in accordance with Section 504 of the Rehabilitation Act of 1973 (PL 93-112).

No qualified individual with a disability shall, on the basis of disability, be excluded from the participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity. If the Subgrantee is a local government it must comply with Title II Subtitle B of the Americans With Disabilities Act (42 U.S.C. 12141).

No qualified individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations by any private entity who owns, leases (or leases to), or operates a public place of public accommodation. If a Private Nonprofit Corporation is a place of public accommodation it must comply with Title III of the Americans With Disabilities Act (42 U.S.C. 12141).

19. COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., the Federal Water Pollution Control Air Act, as amended, 33 U.S.C. 1251 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts or subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.

- A. The Subgrantee agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

The Subgrantee will provide prompt notice to be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

The Subgrantee agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A through Paragraph D of this section in every nonexempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

20. FLOOD INSURANCE PROTECTION REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Subgrantee Agreement is approved for acquisition or construction purposes, as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance programs pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

20. FLOOD INSURANCE PROTECTION REQUIREMENTS (CONT.)

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended 42 U.S.C. 4001 et. seq. provisions obligating the transferee and its successors, or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Subgrant Agreement.

21. LEAD-BASED PAINT HAZARDS REQUIREMENTS

The Subgrantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Subgrant Agreement, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, and in particular Part B of said regulations. The Subgrantee shall be responsible for the inspections and certification required under Section 35.14(f) thereof, and compliance with 24 CFR Part 570.608.

22. ARCHITECTURAL COMPLIANCE

The Subgrantee agrees to comply with the requirements of the Architectural Barriers Act of 1968, 42 U.S.C. 4151, insofar as it applies to the performance of this Subgrant Agreement.

23. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The Subgrantee agrees that prior to approval of the expenditure of funds, it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The County shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

24. INTEREST OF CERTAIN LOCAL OFFICIALS

No member, officer, or employee of the Subgrantee, or its designees or agents, and no member of the governing body of the locality who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, resulting from this Subgrantee Agreement. The Subgrantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

25. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part of this Subgrant Agreement to any benefit to arise from the same.

26. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subgrant Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, nor any other approval or concurrence of HUD required under this Subgrantee Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona

vide technical, consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

27. HATCH ACT

The Subgrantee agrees that no funds provided under this subgrant Agreement, nor any personnel employed in the administration of the Subgrant Agreement, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code.

28. SPECIAL ASSESSMENTS

The Subgrantee agrees to comply with the following policies related to special assessments under the CDBG program:

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement. This term does not relate to taxes, or levying real estate property or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

- A. With respect to special assessments to recover capital costs where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may only be imposed as follows:
 - 1. Special assessments to recover CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income and any funds received shall be returned to the County for reprogramming.
 - 2. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low to moderate income persons; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate income persons if the County certifies that it does not have sufficient CDBG funds to pay on behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.
- B. With respect to public improvements not initially assisted with CDBG funds, the payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments only if:
 - 1. The installation of the public improvement was carried out in compliance with requirements applicable to CDBG assisted activities including environmental, citizen participation and Davis-Bacon requirements.
 - 2. The installation of the public improvement meets a criterion for national objectives in 24 CFR 570.208(a)(1), (b) or (c); and
 - 3. The requirements of A.2. above are met.

29. DRUG FREE

The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

"Drug Free Workplace – The Contractor will or will continue to provide a drug-free workplace by:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2. Establishing an ongoing drug-free awareness program to inform employees about -

- (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces.)

**ATTACHMENT C (1/99)
RECORD KEEPING**

1. RECORDS TO BE MAINTAINED

Each Subgrantee shall establish and maintain sufficient records to enable the County to determine whether the Subgrantee has met all requirements of the US Department of Housing and Urban Development. The County retains the right to specify the form or format in which the records shall be maintained, and the Subgrantee shall provide copies of relevant records on request. At a minimum, the following documentation is needed:

- A. For an activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.
- B. For an activity determined to benefit low and moderate income persons based on the area served by the activity, the addresses of recipients or project locations that correspond to HUD eligible areas, as determined by the County.
- C. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:
 1. Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, migrant farm workers, the homeless or illiterate persons, for which the regulations provide presumptive benefit to low and moderate income persons; or
 2. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or
 3. Documentation showing the size and annual income of the family (as defined in 24 CFR 570.3) of each person receiving the benefit.
- D. For an activity carried out for the purposes of providing or improving housing which is determined to benefit low and moderate income persons, the following:
 1. A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance.
 2. For each unit occupied by a low and moderate income household, the size and income of the household.
 3. For rental housing only:
 - a. The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and
 - b. Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established by HUD for the Section 8 Rental Assistance Program for this area, or other criteria specifically approved by the County.
 4. For residential rehabilitation activity only:
 - a. The local definition of substandard;
 - b. A pre-rehabilitation inspection report describing the deficiencies in each structure to be rehabilitated;
 - c. Details and scope of CDBG assisted rehabilitation, by structure;
 - d. Documentation that all costs are allowable and reasonable;
 - e. A post-rehabilitation inspection report with certification that HUD Housing Quality Standards have been met or exceeded; and
 - f. Other documentation that HUD or the County shall require.
- E. Records which demonstrate that the Subgrantee has made the determinations required as a condition of eligibility of certain activities, as prescribed in 24 CFR 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f), if applicable.

- F. Records which demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- G. Records which demonstrate compliance with the Somerset County Community Consolidated Plan Citizen Participation Plan.
- H. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding displacement, if applicable.
- I. Records which demonstrate compliance with applicable procurement regulations, i.e. 24 CFR 85.36 for government entities, 24 CFR 84.40 thru 84.48 (OMB Circular A-110) for private organizations.
- J. Fair Housing and Equal Opportunity records containing:
 - 1. Documentation of the actions the Subgrantee has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in their community, and documentation of any other official actions the recipient has taken which demonstrate its support for fair housing, such as development of a fair housing analysis described in 24 CFR 570.904(c).
 - 2. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or part with CDBG funds.
 - 3. Data on employment in each of the Subgrantee's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EE0-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, religion, color, national origin, sex or disability in operating units funded in whole or in part with CDBG funds.
 - 4. Date indication the race and ethnicity of households (and the gender of single heads of households) displaced as a result of CDBG funded activities, together with the address and Census tract of the housing units to which each displaced household relocated.
 - 5. Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b), which implements section 3 of the Housing and Development Act of 1968, as amended (12 U.S.C. 1701u), relative to the hiring, training, and economic opportunities for public housing residents, low income residents, and very low income residents and use of Section 3 businesses.
 - 6. The Federal Employer Identification Number and data indicating the racial/ethnic character of each business entity receiving a contract or subcontract paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of affirmative steps taken to assure minority and women's business enterprises are used when possible as sources of supplies, equipment, construction and services.
- K. Other records requested by the County to document compliance with new or modified requirements set forth in applicable laws and regulations.

2. RETENTION OF RECORDS

Financial records, supporting documents statistical records, and all other records pertinent to this Subgrant Agreement shall be retained by the Subgrantee for a period of four years from the date of its last annual performance report on the project except as follows:

- A. Records that are the subject of any finding, concern, or issue raised by any Federal agency or the County shall be retained for at least four years after final resolution of such matters with the Federal government and the County.
- B. Records for non-expendable property which was acquired with Federal Grant funds shall be retained for four years after its final disposition.
- C. Records for any displaced person shall be retained for four years after that person has received final payment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreement

The Undersigned certified, to the best of his/her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employees of any agency, a Member of Congress, an officer OR EMPLOYEE OF Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission so this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Jo-Ann Liptak
Typed or Printed Name of Authorized Rep.

Mayor
Title

Signature of Authorized Rep.

September 8, 2015
Date

**CERTIFICATION REGARDING LAW ENFORCEMENT
POLICIES FOR HANDLING NONVIOLENT
CIVIL RIGHTS DEMONSTRATIONS
(FOR MUNICIPALITIES)**

Limitation on the use of force by all police officers in the State of New Jersey are set forth in the New Jersey Code of Criminal Justice, Title 2C, Chapter 3, Section 7 (N.J.S.A.), and all county and municipal police officers receive training with respect to the legal use of force in the performance of their duties.

A reading of the N.J.S.A. 2C:307 clearly indicated that the use of excessive force by law enforcement officers against any individual engaged in a nonviolent civil rights demonstration is clearly prohibited. The undersigned certifies that this prohibition is being enforced throughout the jurisdiction of this municipality.

Further, there exists in this municipality a policy (in conformity with recent judicial decisions) to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations.

Mayor's Signature

September 8, 2015
Date

Jo-Ann Liptak
Mayor's Typed or Printed Name

Borough of Raritan
Municipality

**SOMERSET COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
SUBGRANTEE AGREEMENT
DRUG FREE WORKPLACE PLAN**

Applicant Name

Borough of Raritan

Program/Activity Receiving Federal Grant Funding

Sanitary Sewer Rehabilitation, Old York Road, Orlando Drive, Canal Street

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

<p>I certify that the above named Applicant will or will continue to provide a drug-free workplace by:</p> <p>a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.</p> <p>b. Establishing an on-going drug-free awareness program to inform employees ---</p> <p>(1) The dangers of drug abuse in the workplace;</p> <p>(2) The Applicant's policy of maintaining a drug-free workplace;</p> <p>(3) Any available drug counseling, rehabilitation, and employee assistance programs; and</p> <p>(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.</p> <p>c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;</p> <p>d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will</p> <p>(1) Abide by the terms of the statement; and</p>	<p>(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;</p> <p>e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;</p> <p>f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---</p> <p>(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or</p> <p>(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;</p> <p>g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.</p>
--	--

Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Sanitary Sewer Rehabilitation, Old York Road, Orlando Drive, Canal Street,
Raritan Borough (Somerset County) New Jersey

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Jo-Ann LIptak

Mayor

Signature

Date

X

September 8, 2015

BOROUGH OF RARITAN
RESOLUTION 2015-09-106

RENEWAL OF 2015-2016 LIQUOR LICENSES

WHEREAS, the Club and Plenary Retail Consumption License renewal applications are complete in all respects; and

WHEREAS, the applicants are qualified to be licensed according to all statutory, regulatory and local governmental Alcoholic Beverage Control laws and regulations; and

WHEREAS, the Clerk has reported that the proper fees have been paid; and

WHEREAS, the Police Department has submitted their findings and recommendations with no objections to the application; and

WHEREAS, the Health Department has no objections to the application.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey that the Club and Plenary Retail Consumption Licenses listed below are renewed for the period July 1, 2015 through June 30, 2016:

1. License No. 1816-31-022-001 – LOYAL ORDER OF MOOSE RARITAN LODGE 1965
2. License No. 1816-33-019-006 – 65 ASSUNTA LLC t/a Nik's Raritan Pub

BE IT RESOLVED that the Borough Clerk is hereby authorized to issue and to deliver such renewal licenses upon proper receipt therefore.

BE IT FURTHER RESOLVED that the Borough Clerk is hereby directed to transmit a certified and true copy of this resolution to the Director of the New Jersey Division of Alcoholic Beverage Control Commission.

Jo-Ann Liptak, Mayor

I HEREBY CERTIFY that the foregoing resolution was adopted by the Borough Council of the Borough of Raritan, County of Somerset, State of New Jersey, at their meeting held on the Municipal Building, 22 First Street, Raritan, NJ 08869 on September 8, 2015.

Marguerite Schmitt, Borough Clerk

MOTION	SECOND	NAME	YEAS	NAYS	ABSTAIN	ABSENT
		Carra				
		Foohy				
		Gara				
		Giraldi				
		Lobell				
		Sibilia				

Raritan Borough Purchase Order Request

Date: 08/14/2015

Vendor and Address: Firehouse Software
2900 100th St Suite 309
Urbandale, Iowa 50322
866-853-3067


Mayor
Council
Mohr
R. Knapp
by [unclear]

Item Description	Number of Items	Price per Item	Total Price
Firehouse Software FH Web Hosting (cloud) System	1	1,899.00	\$1,899.00
		Total	\$1,899.00

PLEASE SEND ALL FORMS WITH P.O.

 BRIAN

Briefly describe, if necessary, the purpose of the purchase (i.e. to repair vehicle #31, to repair sewer jet, etc.)
 Cloud based software used for incident reporting, member tracking, equipment inventory, 2 concurrent user version can be accessed from any computer, smartphone, or iPad.
 This price will remain the same for the next 5 years.

Department Head Signature 

Vendor Code Number 22355

Budget Account Number _____

Signature of Authorization by Administrator _____

Date _____

FIREHOUSE Software
 2900 100th St Suite 309
 Urbandale, Iowa 50322
Contact: Michael Hall
 Phone: 866-853-3067
 Fax: 856-858-0285
 E-Mail: chief1607@hotmail.com



Quote: Q2015RaritanNJHosted0309MH

Sales Rep Michael Hall
Terms Net 15
Quote Date 3/9/2015
Valid For 60 Days

To: Raritan Fire Department
 611 North Thompson Street
 Raritan, NJ 08869

QUOTE FOR FIREHOUSE SOFTWARE FH WEB HOSTING (CLOUD) SYSTEM

Item/Description:	Price per Year	
	3 Year Plan	5 Year Plan
1 Concurrent User Version	\$2,339.00	\$1,799.00
2 Concurrent User Version	\$2,688.00	\$1,899.00
3 Concurrent User Version	\$3,037.00	\$2,167.00
4 Concurrent User Version	\$3,386.00	\$2,435.00
5 Concurrent User Version	\$3,735.00	\$2,703.00

FIREHOUSE Software Cloud Based Web Hosted System, includes:
 NFIRS Fire Incident Reporting Module, NEMSYS EMS Incident Reporter,
 Personnel/Training Module, Equipment/Apparatus Module, Occupancy/Inspection
 Module, Hydrant Module, Graphing

Advantages of FHCcloud Web Hosting:

- FH as you know it today
- FH program, look and feel do not change
- We manage FH for you
- We handle all back-ups
- We handle all version updates
- Reduce your hardware and IT services cost
- Hosted in a secure Tier II ACS data center
- Access from any PC, iPad(5.0), or Android(3.0) device with internet access
- No setup, no training and easily deployed
- High performance even in low bandwidth connections
- Free iPad application called FHiWeb
- Best practices leveraged using ACS ITO service
- Complete system wide redundancy
- FH Cloud technical support monitored 24x7(24x7 service for ACS data center only)
- End of the contract you own your data in usable FH format or you can renew agreement
- ISO/IEC 2000 Certified and designated as ACS Command Center
- Systems monitored and audited 24 hours a day
- Full electrical, fire and HVAC protection systems in place and fully zoned
- Connection from the customer to the data center encrypted at 256 bit AES
- Building CCTV video monitoring and secured proximity keyed access points
- Onsite security guards
- All servers firewalled from each other
- All server access notification sent to ACS FH Techs in real time
- 3 GIGe Links from separate vendors: AT&T, Sprint and Verizon Business
- No single point of failure in the system
- Mirrored SQL servers or MSSQL Clustering
- All servers are virtual in VMware/Sphere High Availability Cluster
- Servers replicated daily to Pittsburgh Data Center
- ACS Pittsburgh Data Center is disaster recovery
- Backups automated and monitored. Notification sent regardless of success or failure
- Backups retained for 14 days
- Databases backed up incrementally every two hours. Monthly backups on the first day of the month and retained for six months
- FIREHOUSE Software and Data Center staff fully trained in HIPAA
- All data sessions encrypted

FH Software WEB Hosting Contract Information

Please complete all information below and return to Mike Hall @ chief1601@hotmail.com or fax to 856-858-0285. There are TWO pages to this document. CANNOT PROCESS WITHOUT THIS INFORMATION BEING COMPLETELY FILLED OUT, INCLUDING CURRENT VERSION NUMBER.

Desired number of contract years: 3 years: 5 years:
Desired number of Concurrent Users: Annual Fee: \$

Department Name: RARITAN FIRE DEPT.
Physical Dept Address: 611 N. THOMPSON STREET
Dept City, State, Zip: RARITAN, NJ 08869

Billing Contact: ~~BRIAN KREDATUS (CHIEF)~~ BOROUGH OF RARITAN
Name: BRIAN KREDATUS
Billing Address: 22 FIRST STREET
Billing City, State, Zip: RARITAN, NJ 08869

Primary Contact: BRIAN KREDATUS (CHIEF)
Name: BRIAN KREDATUS
Title: CHIEF

Work if Phone (only OK to contact at work):

Mobile Phone: 908-963-5973

Email Address: RARITANFIRE@GMAIL.COM

IT Contact: BRIAN KREDATUS

Name: BRIAN KREDATUS

IT Contact Title: CHIEF

Work if Phone (only OK to contact at work):

Mobile Phone: 908-963-5973

Email address: RARITANFIRE@GMAIL.COM

Emergency Contact: TOM DESANTIS

Name: TOM DESANTIS
Title: DEPUTY CHIEF

Work if Phone (only OK to contact at work):

Mobile Phone: 908-268-3505
Email address: TDESANTIS@RARITANFIRE.COM

Current FH Install: Standard Enterprise

Current Version Number: 7.15.37

Modules Desired:

Core Module System (Required for more than 1 concurrent user):

NFIRS

EMS

OCCUPANCY/PREPLAN/INSPECTIONS

STAFF/ACTIVITIES/TRAINING/TRAINING PROGRAMS

EQUIPMENT/INVENTORY/MAINTENANCE

HYDRANTS

3 Module, 1 concurrent user only System (Indicate which three modules):

NFIRS

EMS

OCCUPANCY/PREPLAN/INSPECTIONS

STAFF/ACTIVITIES/TRAINING/TRAINING PROGRAMS

EQUIPMENT/INVENTORY/MAINTENANCE

HYDRANTS

Add on Modules:

CAD MONITOR

FH SKETCH

ANALYTICS

FH INSPECTOR FOR IPAD Number of IPAD LICENSES

FH MEDIC

STAFF SCHEDULING

ACCOUNTS RECEIVABLE AND INVOICING



BOROUGH OF RARITAN

Municipal Building
22 First Street
Raritan, NJ 08869-1809

Telephone: 908-231-1300
Fax: 908-231-0810
Website: www.raritanboro.org


CERTIFICATION OF FUNDS AVAILABILITY CHIEF FINANCIAL OFFICER

To: Maggie Schmitt, Borough Clerk
Fr: Karin E. Kneafsey, CFO
Date: September 1, 2015
Re: Funds Certification

This is to certify that funds will be available for an expenditure not to exceed \$1,899.00 for the purchase of Firehouse Software FH Web Hosting from for the Fire Department.

These funds are provided in the following accounts:

4-01-25-265-001-292	\$1,899.00
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Karin E. Kneafsey, CFO

cc Mayor
 Council
 M Schmidt
 W. [unclear]
 8/25/15

Raritan Borough Purchase Order Request

Date: August 24, 2015

Vendor and Address: New Jersey Fire Equipment Company
119-131 Rt. 22 East
Green Brook, NJ 08812
732-968-2121

Item Description	Number of Items	Price per Item	Total Price
Gemtor Class 2 Life Harness Opening Left to Right	10	198.00	\$1,980.00
TFT Res-Q-Rench	10	15.00	150.00
Cairns F-G Frontals (Chief) State Contract	1	41.91	41.91
Cairns F-G Frontals (Deputy Chief) State Contract	1	41.91	41.91
Superior C-11 Smoke Fluid ****DO NOT SHIP ALREADY REC*****	2	44.00	88.00
		Total	\$2,301.82

Briefly describe, if necessary, the purpose of the purchase (i.e. to repair vehicle #31, to repair sewer jet, etc.)

Gemtor Life Harness is for firefighters to hook into the bucket on the ladder truck so they can not fall out, and also to be used for escape of a burning building.

TFT Res-Q-Rench is a pocket kept multi-tool for connecting hose, shutting gas, breaking windows, and various other firefighting applications.

**Department Head
Signature**



Vendor Code Number

33850

Budget Account Number

265-001-292

Signature of Authorization by Administrator

Date



NEW JERSEY FIRE EQUIPMENT COMPANY

Apparatus, Equipment, Hose, Supplies

119-131 Rt. 22 East
Green Brook, NJ 08812
Tel. 732-968-2121
Fax 732-968-4724
www.njfe.com

July 9, 2015

Tom Desantis

Deputy. Chief

Raritan Fire Department

Raritan, NJ 08869

FOB; Delivered to your fire station.
Acceptance; NJ State Contract A80953
Delivery; Helmets; 3-4 Weeks ARO
PASS Alarms; 4 weeks ARO
All other items 1-2 weeks ARO

QUOTATION

1; (10) Gemtor model #541NYCL Class 2 life harness-----@\$ 198.00 \$ 1,980.00

2; (2) Cairns model # 1010 Defender white helmets with all standard features;

NJ Contract # A80953 Per unit; \$ 324.68* \$ 649.36

*Add \$ 49.95 per helmet for frontals

3; (5) Cairns model # 1010 Defender black helmets as above;

NJ Contract # A80953 Per unit; \$ 324.68* \$ 1,623.40

*Add \$ 49.95 per helmet for frontals

4; (5) Cairns model # 660C Metro Defender helmets with all standard features;

NJ Contract # A80953 Per unit; \$ 269.16* \$ 1,345.80

*Add \$ 49.95 per helmet for frontals

5; (20) Fire Hooks "Window Punch" -----@ \$ 7.50 \$ 150.00

6; Pocket Knives- Unable to furnish

7; "Fat Ivans"- Unable to furnish

8; (50) R&B Model SAC-DW-YL Door choc; yellow or orange -----@ \$ 4.50 \$ 225.00

9; (20) TFT "Res-Q-Rench"-----@ \$ 15.00	\$ 300.00
10; (10) Grace Super PASS II Single action PASS Device--@ \$ 256.00	\$ 2,560.00
11; (15) Streamlight model 90500 LED Survivor rechargeable hand lights w/o chargers @ \$ 84.00	\$ 1,260.00
12; (15) Streamlight "Vantage" helmet lights -----@\$ 107.00	\$ 1,605.00
Streamlight model 85175 Spare battery kits for above (2 each) @ \$ 4.50	

Added literature for above items, Thank you for the opportunity to quote on this equipment.

Respectfully Submitted,



Sales rep.

CONTINENTAL FIRE & SAFETY, Inc.

QUOTE

2740 KUSER ROAD
 HAMILTON, NJ 08691
 609-588-0096 - fax 609-584-0405

DATE	QUOTE NO.
7/6/2015	15-2418

NAME / ADDRESS
RARITAN BOROUGH 22 FIRST ST. RARITAN, NJ. 08869 ATTN: TOM DeSANTIS FIRE DEPARTMENT

TERMS	REP	FOB
NET 30	KBH	MANUFACTUR...

DESCRIPTION	QTY	COST	TOTAL
GEMTOR MODEL# 541NYC CLASS II SAFETY HARNESS w/ ALUMINUM CARABINER 5---LARGE SIZE 5---STD. SIZE **PLEASE SPECIFY RIGHT or LEFT HAND CLOSURE WHEN ORDERING.**	10	228.00	2,280.00
CAIRNS/MSA 1010 WHITE HELMET w/ DEFENDER VISOR INSERT	2	264.00	528.00
CAIRNS/MSA 1010 BLACK HELMET w/ DEFENDER VISOR INSERT	5	264.00	1,320.00
CAIRNS/MSA 660C YELLOW METRO HELMET w/ DEFENDER VISOR INSERT	5	245.00	1,225.00
BRASS WINDOW PUNCH	20	4.90	98.00
POCKET KNIFE ----**(NO BID)**		0.00	0.00
FAT IVAN DOOR CHOCK	20	12.70	254.00
DOOR CHOCK LARGE RUBBER DOOR WEDGE	50	2.95	147.50
TFT RES-Q-RENCH	20	17.90	358.00
GRACE INDUSTRIES MODEL# SP2-M-A-XXX SUPER PASS II PASS DEVICE w/ MOTION SENSING ONLY; AUTO-ON	10	243.00	2,430.00
UPS SHIPPING AND HANDLING on ABOVE MISC ITEMS from MANUFACTURERS	1	100.00	100.00

SHIP

THANK YOU FOR YOUR CONSIDERATION!	TOTAL	\$8,740.50
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Web Site	WWW.CONTFIRE.COM
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Emergency Equipment Sales

4 Youngs Road
Trenton, NJ 08619

Phone 1-877-337-8885 - Fax (609) 587-8894

EQUIPMENT QUOTE

Date	Quote #
7/16/2015	15-0525

Name / Address
Borough Of Raritan Attn: Borough Administrator 22 First St Raritan, NJ 08869

**Emergency Equipment Sales is the
OFFICIAL SEAGRAVE DEALER
serving New Jersey and Eastern PA.**

WWW.EESLLC.COM

Description	Qty	Rate	Total
Brass Window Punch	20	4.99	99.80
Streamlight Survivor LED Light - Orange - P/N: 90540	15	75.002	1,125.03
Streamlight Vantage LED Tactical Light P/N: 69140	15	105.00133	1,575.02
Streamlight CR123A 3 Volt Batteries 2-12 pks	2	25.00	50.00
Lager Rubber Wedge	50	4.50	225.00
Res-Q-Wrench	20	25.00	500.00
Single Function Pass Alarm	10	314.994	3,149.94
Fatlvan Door Chock	20	15.95	319.00
Smith/Wesson Knife	1	32.00	32.00
Gemtor Large NYC Harness	5	275.008	1,375.04
Gemtor XL NYC Harness	1	295.00	295.00
Shipping and handling Shipping cost reflects all items ordered. Lesser items ordered, will require a new shipping estimate		150.00	150.00
FOR ALL YOUR EQUIPMENT NEEDS, CALL EES TODAY! FREE NO HASSLE QUOTE.		Total	\$8,895.83

Signature _____



BOROUGH OF RARITAN

Municipal Building
22 First Street
Raritan, NJ 08869-1809

Telephone: 908-231-1300
Fax: 908-231-0810
Website: www.raritanboro.org

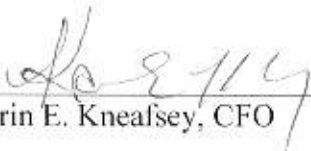
CERTIFICATION OF FUNDS AVAILABILITY CHIEF FINANCIAL OFFICER

To: Maggie Schmitt, Borough Clerk
Fr: Karin E. Kneafsey, CFO
Date: September 1, 2015
Re: Funds Certification

This is to certify that funds will be available for an expenditure not to exceed \$2,301.82 for the purchase of Fire Fighter Equipment from New Jersey Fire Equipment Company for the Fire Department.

These funds are provided in the following accounts:

4-01-25-265-001-292	\$2,301.82
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Karin E. Kneafsey, CFO

W. Mayo
Council
M. Schmitt
H. Harbort
by 8/25/15

Raritan Borough Purchase Order Request

Date: August 24, 2015

Vendor and Address: Continental Fire and Safety Inc.
2740 Kuser Road
Hamilton, Nj 08691
p: 609-588-0096 f: 609-584-0405

Item Description	Number of Items	Price per Item	Total Price
Carns/ MDA 1010 White Helmet with Defender Visor Insert	2	264.00	528.00
Carns/ MDA 1010 Black Helmet with Defender Visor Insert	5	264.00	528.00
Carns/ MSA 660C Yellow Metro Helmet with Defender Visor Insert	2	245.00	490.00
Brass Window Punch	20	4.90	98.00
Fat Ivan Door Chock	20	12.70	254.00
Door Chock Large Rubber Door Wedge	50	2.95	147.50
Grace Industried Model# SP2-M-A-XX Super Pass II Pass Devise with motion sensing Only	10	243.00	2,430.00
Kutmaster Red Rescue Series Pocket Knife with seatbelt cutter and window punch	20	15.00	300.00
		Total	4,775.50

Briefly describe, if necessary, the purpose of the purchase (i.e. to repair vehicle #31, to repair sewer jet, etc.)

Per attached list. Competitive Quotes attached.

Department Head Signature

R. A. A

Vendor Code Number

03969

Budget Account Number

265-007-292

Signature of Authorization by Administrator

Date

CONTINENTAL FIRE & SAFETY, Inc.

QUOTE

2740 KUSER ROAD
 HAMILTON, NJ 08691
 609-588-0096 - fax 609-584-0405

DATE	QUOTE NO.
7/6/2015	15-2418

NAME / ADDRESS
RARITAN BOROUGH 22 FIRST ST. RARITAN, NJ. 08869 ATTN: TOM DeSANTIS FIRE DEPARTMENT

TERMS	REP	FOB
NET 30	KBH	MANUFACTUR...

DESCRIPTION	QTY	COST	TOTAL
GEMTOR MODEL# 541NYC CLASS II SAFETY HARNESS w/ ALUMINUM CARABINER 5---LARGE SIZE 5---STD. SIZE **PLEASE SPECIFY RIGHT or LEFT HAND CLOSURE WHEN ORDERING.**	10	228.00	2,280.00
CAIRNS/MSA 1010 WHITE HELMET w/ DEFENDER VISOR INSERT	2	264.00	528.00
CAIRNS/MSA 1010 BLACK HELMET w/ DEFENDER VISOR INSERT	5	264.00	1,320.00
CAIRNS/MSA 660C YELLOW METRO HELMET w/ DEFENDER VISOR INSERT	5	245.00	1,225.00
CAIRNS/MSA STYLE# 23, 25, or 27 STD. 6" LEATHER FRONTICE w/ RASIED or SUNKEN NUMBERS for ABOVE 1010 HELMETS (MUST PROVIDE HELMET FRONT SPECS, WHEN ORDERING)	10	41.00	410.00
BRASS WINDOW PUNCH	20	4.90	98.00
KUTMASTER RED RESCUE SERIES POCKET KNIFE w/ SEATBELT CUTTER & WINDOW PUNCH MODEL# 91-1830RCP	20	15.00	300.00
FAT IVAN DOOR CHOCK	20	12.70	254.00
DOOR CHOCK LARGE RUBBER DOOR WEDGE	50	2.95	147.50
TFT RES-Q-RENCH	20	17.90	358.00

THANK YOU FOR YOUR CONSIDERATION!	TOTAL
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Web Site	WWW.CONTFIRE.COM
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CONTINENTAL FIRE & SAFETY, Inc.

QUOTE

2740 KUSER ROAD
 HAMILTON, NJ 08691
 609-588-0096 - fax 609-584-0405

DATE	QUOTE NO.
7/6/2015	15-2418

NAME / ADDRESS
RARITAN BOROUGH 22 FIRST ST. RARITAN, NJ. 08869 ATTN: TOM DeSANTIS FIRE DEPARTMENT

TERMS	REP	FOB
NET 30	KBH	MANUFACTUR...

DESCRIPTION	QTY	COST	TOTAL
GRACE INDUSTRIES MODEL# SP2-M-A-XXX SUPER PASS II PASS DEVICE w/ MOTION SENSING ONLY; AUTO-ON	10	243.00	2,430.00
UPS SHIPPING AND HANDLING on ABOVE MISC ITEMS from MANUFACTURERS	1	100.00	100.00
THANK YOU, KENNETH HOLLANDER SALES REP.			
THANK YOU FOR YOUR CONSIDERATION!		TOTAL	\$9,450.50

Web Site	WWW.CONTFIRE.COM
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Emergency Equipment Sales

4 Youngs Road
Trenton, NJ 08619

Phone 1-877-337-8885 - Fax (609) 587-8894

EQUIPMENT QUOTE

Date	Quote #
7/16/2015	15-0525

Name / Address
Borough Of Raritan Attn: Borough Administrator 22 First St Raritan, NJ 08869

**Emergency Equipment Sales is the
OFFICIAL SEAGRAVE DEALER
serving New Jersey and Eastern PA.**

WWW.EESLLC.COM

Description	Qty	Rate	Total
Brass Window Punch	20	4.99	99.80
Streamlight Survivor LED Light - Orange - P/N: 90540	15	75.002	1,125.03
Streamlight Vantage LED Tactical Light P/N: 69140	15	105.00133	1,575.02
Streamlight CR123A 3 Volt Batteries 2-12 pks	2	25.00	50.00
Lager Rubber Wedge	50	4.50	225.00
Res-Q-Wrench	20	25.00	500.00
Single Function Pass Alarm	10	314.994	3,149.94
FatIvan Door Chock	20	15.95	319.00
Smith/Wesson Knife	1	32.00	32.00
Gemtor Large NYC Harness	5	275.008	1,375.04
Gemtor XL NYC Harness	1	295.00	295.00
Shipping and handling Shipping cost reflects all items ordered. Lesser items ordered, will require a new shipping estimate		150.00	150.00
FOR ALL YOUR EQUIPMENT NEEDS, CALL EES TODAY! FREE NO HASSLE QUOTE.		Total	\$8,895.83

Signature _____



NEW JERSEY FIRE EQUIPMENT COMPANY

Apparatus, Equipment, Hose, Supplies

119-131 Rt. 22 East
Green Brook, NJ 08812
Tel. 732-968-2121
Fax 732-968-4724
www.njfe.com

July 9, 2015

Tom Desantis

Deputy. Chief

Raritan Fire Department

Raritan, NJ 08869

FOB; Delivered to your fire station.
Acceptance; NJ State Contract A80953
Delivery; Helmets; 3-4 Weeks ARO
PASS Alarms; 4 weeks ARO
All other items 1-2 weeks ARO

QUOTATION

1; (10) Gemtor model #541NYCL Class 2 life harness-----@\$ 198.00 \$ 1,980.00

2; (2) Cairns model # 1010 Defender white helmets with all standard features;

NJ Contract # A80953 Per unit; \$ 324.68* \$ 649.36

*Add \$ 49.95 per helmet for frontals

3; (5) Cairns model # 1010 Defender black helmets as above;

NJ Contract # A80953 Per unit; \$ 324.68* \$ 1,623.40

*Add \$ 49.95 per helmet for frontals

4; (5) Cairns model # 660C Metro Defender helmets with all standard features;

NJ Contract # A80953 Per unit; \$ 269.16* \$ 1,345.80

*Add \$ 49.95 per helmet for frontals

5; (20) Fire Hooks "Window Punch" -----@ \$ 7.50 \$ 150.00

6; Pocket Knives- Unable to furnish

7; "Fat Ivans"- Unable to furnish

8; (50) R&B Model SAC-DW-YL Door choc; yellow or orange -----@ \$ 4.50 \$ 225.00

9; (20) TFT "Res-Q-Rench"-----	@ \$ 15.00	\$ 300.00
10; (10) Grace Super PASS II Single action PASS Device--	@ \$ 256.00	\$ 2,560.00
11; (15) Streamlight model 90500 LED Survivor rechargeable hand lights w/o chargers	@ \$ 84.00	\$ 1,260.00
12; (15) Streamlight "Vantage" helmet lights -----	@ \$ 107.00	\$ 1,605.00
Streamlight model 85175 Spare battery kits for above (2 each)	@ \$ 4.50	

Added literature for above items, Thank you for the opportunity to quote on this equipment.

Respectfully Submitted,



Sales rep.



BOROUGH OF RARITAN

Municipal Building
22 First Street
Raritan, NJ 08869-1809

Telephone: 908-231-1300
Fax: 908-231-0810
Website: www.raritanboro.org


CERTIFICATION OF FUNDS AVAILABILITY CHIEF FINANCIAL OFFICER

To: Maggie Schmitt, Borough Clerk
Fr: Karin E. Kneafsey, CFO
Date: September 1, 2015
Re: Funds Certification

This is to certify that funds will be available for an expenditure not to exceed \$4,775.50 for the purchase of Fire Fighter Equipment from Continental Fire and Safety, Inc. for the Fire Department.

These funds are provided in the following accounts:

4-01-25-265-001-292	\$4,775.50
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Karin E. Kneafsey, CFO

C. Mayo
Council
M. Schmitt
W. Hoefler
by 8/24/15

Raritan Borough Purchase Order Request

Date: August 24, 2015

Vendor and Address: Emergency Equipment Sales
4 Young Road
Trenton, NJ 08619

Item Description	Number of Items	Price per Item	Total Price
Streamlight Survivor LED Light- Orang P/N: 90540	15	75.002	1,125.03
Streamlight Vantage LED Tactical Light P/N: 69140	15	105.00133	1,575.02
Streamlight CR123A 3 Volt Batteries (12 Pack)	2	25.00	50.00
		Total	2,750.05

Briefly describe, if necessary, the purpose of the purchase (i.e. to repair vehicle #31, to repair sewer jet, etc.)
Items per list attached.
Competitive Quotes attached.

Department Head Signature 

Vendor Code Number 05681

Budget Account Number 265-001-292

Signature of Authorization by Administrator _____

Date _____



Emergency Equipment Sales

4 Youngs Road
Trenton, NJ 08619

Phone 1-877-337-8885 - Fax (609) 587-8894

EQUIPMENT QUOTE

Date	Quote #
7/16/2015	15-0525

Name / Address
Borough Of Raritan Attn: Borough Administrator 22 First St Raritan, NJ 08869

**Emergency Equipment Sales is the
OFFICIAL SEAGRAVE DEALER
serving New Jersey and Eastern PA.**

WWW.EESLLC.COM

Description	Qty	Rate	Total
Brass Window Punch	20	4.99	99.80
Streamlight Survivor LED Light - Orange - P/N: 90540	15	75.002	1,125.03
Streamlight Vantage LED Tactical Light P/N: 69140	15	105.00133	1,575.02
Streamlight CR123A 3 Volt Batteries 2-12 pks	2	25.00	50.00
Lager Rubber Wedge	50	4.50	225.00
Res-Q-Wrench	20	25.00	500.00
Single Function Pass Alarm	10	314.994	3,149.94
Fatlan Door Chock	20	15.95	319.00
Smith/Wesson Knife	1	32.00	32.00
Gemtor Large NYC Harness	5	275.008	1,375.04
Gemtor XL NYC Harness	1	295.00	295.00
Shipping and handling Shipping cost reflects all items ordered. Lesser items ordered, will require a new shipping estimate		150.00	150.00
FOR ALL YOUR EQUIPMENT NEEDS, CALL EES TODAY! FREE NO HASSLE QUOTE.		Total	\$8,895.83

Signature _____



NEW JERSEY FIRE EQUIPMENT COMPANY

Apparatus, Equipment, Hose, Supplies

119-131 Rt. 22 East
Green Brook, NJ 08812
Tel. 732-968-2121
Fax 732-968-4724
www.njfe.com

July 9, 2015

Tom Desantis

Deputy Chief

Raritan Fire Department

Raritan, NJ 08869

FOB; Delivered to your fire station.
Acceptance; NJ State Contract A80953
Delivery; Helmets; 3-4 Weeks ARO
PASS Alarms; 4 weeks ARO
All other items 1-2 weeks ARO

QUOTATION

1; (10) Gemtor model #541NYCL Class 2 life harness-----@\$ 198.00 \$ 1,980.00

2; (2) Cairns model # 1010 Defender white helmets with all standard features;

NJ Contract # A80953 Per unit; \$ 324.68* \$ 649.36

*Add \$ 49.95 per helmet for frontals

3; (5) Cairns model # 1010 Defender black helmets as above;

NJ Contract # A80953 Per unit; \$ 324.68* \$ 1,623.40

*Add \$ 49.95 per helmet for frontals

4; (5) Cairns model # 660C Metro Defender helmets with all standard features;

NJ Contract # A80953 Per unit; \$ 269.16* \$ 1,345.80

*Add \$ 49.95 per helmet for frontals

5; (20) Fire Hooks "Window Punch" -----@ \$ 7.50 \$ 150.00

6; Pocket Knives- Unable to furnish

7; "Fat Ivans"- Unable to furnish

8; (50) R&B Model SAC-DW-YL Door choc; yellow or orange -----@ \$ 4.50 \$ 225.00

9; (20) TFT "Res-Q-Rench"-----@ \$ 15.00 \$ 300.00

10; (10) Grace Super PASS II Single action PASS Device--@ \$ 256.00 \$ 2,560.00

11; (15) Streamlight model 90500 LED Survivor rechargeable hand lights w/o chargers
@ \$ 84.00 \$ 1,260.00

12; (15) Streamlight "Vantage" helmet lights -----@\$ 107.00 \$ 1,605.00
Streamlight model 85175 Spare battery kits for above (2 each)
@ \$ 4.50

Added literature for above items, Thank you for the opportunity to quote on this equipment.

Respectfully Submitted,



Sales rep.

CONTINENTAL FIRE & SAFETY, Inc.

QUOTE

2740 KUSER ROAD
 HAMILTON, NJ 08691
 609-588-0096 - fax 609-584-0405

DATE	QUOTE NO.
7/6/2015	15-2418

NAME / ADDRESS
RARITAN BOROUGH 22 FIRST ST. RARITAN, NJ. 08869 ATTN: TOM DeSANTIS FIRE DEPARTMENT

NO BID

TERMS	REP	FOB
NET 30	KBH	MANUFACTUR...

DESCRIPTION	QTY	COST	TOTAL
GEMTOR MODEL# 541NYC CLASS II SAFETY HARNESS w/ ALUMINUM CARABINER 5---LARGE SIZE 5---STD. SIZE **PLEASE SPECIFY RIGHT or LEFT HAND CLOSURE WHEN ORDERING.**	10	228.00	2,280.00
CAIRNS/MSA 1010 WHITE HELMET w/ DEFENDER VISOR INSERT	2	264.00	528.00
CAIRNS/MSA 1010 BLACK HELMET w/ DEFENDER VISOR INSERT	5	264.00	1,320.00
CAIRNS/MSA 660C YELLOW METRO HELMET w/ DEFENDER VISOR INSERT	5	245.00	1,225.00
BRASS WINDOW PUNCH	20	4.90	98.00
POCKET KNIFE ----**(NO BID)**		0.00	0.00
FAT IVAN DOOR CHOCK	20	12.70	254.00
DOOR CHOCK LARGE RUBBER DOOR WEDGE	50	2.95	147.50
TFT RES-Q-RENCH	20	17.90	358.00
GRACE INDUSTRIES MODEL# SP2-M-A-XXX SUPER PASS II PASS DEVICE w/ MOTION SENSING ONLY; AUTO-ON	10	243.00	2,430.00
UPS SHIPPING AND HANDLING on ABOVE MISC ITEMS from MANUFACTURERS THANK YOU, KENNETH HOLLANDER SALES REP.	1	100.00	100.00
THANK YOU FOR YOUR CONSIDERATION!		TOTAL	\$8,740.50

SHIP

Web Site	WWW.CONTFIRE.COM
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Raritan, NJ 08869-1809

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CERTIFICATION OF FUNDS AVAILABILITY CHIEF FINANCIAL OFFICER

To: Maggie Schmitt, Borough Clerk
Fr: Karin E. Kneafsey, CFO
Date: September 1, 2015
Re: Funds Certification

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These funds are provided in the following accounts:

4-01-25-265-001-292	\$2,750.05
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Karin E. Kneafsey, CFO