

2011-68
PURCHASING AGREEMENT FOR COMMODITY RESALE SYSTEM
SOMERSET COUNTY DEPARTMENT OF PUBLIC WORKS

AGREEMENT, made this 3rd day of October, 2011 by and between the Borough of Rocky Hill (hereinafter referred to as "Municipality") and the County of Somerset, Administration Building, 20 Grove Street, P.O. Box 3000, Somerville, New Jersey (hereinafter referred to as "County").

WHEREAS, the Municipality is desirous of consolidating services through cooperative and joint purchasing and services with the County as part of a Commodity Resale System; and

WHEREAS, the County will serve as the Lead Agency in accordance with the terms of this Agreement; and

WHEREAS, the Local Public Contracts Law authorizes and empowers the County and the Municipality to enter into this Agreement and for the County to provide the commodities and services contemplated by this Agreement to the Municipality; and

WHEREAS, all parties hereto have approved the within Agreement; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes; and

WHEREAS, the purchasing system shall be known as the Somerset County Commodity Resale System.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope of Services.

The County agrees to provide and make available to the Municipality, the commodities and related services as more particularly described on the attached Schedule "A". In addition to the services provided on the attached Schedule "A" the parties agree to periodically review the scope of services to be provided by the County in order to adjust the scope of services as necessary in order to assure that the purposes of this Agreement are met.

The County through its Department of Public Works agrees to provide commodities and services for the system in compliance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.).

The parties agree that the services more particularly described on the attached Schedule "B" shall be specifically excluded from the scope of services to be rendered by the County.

2. Term.

This Agreement shall become effective on _____ subject to the approval of the Director of the Division of Local Government Services or upon the passage of an

authorizing resolution by the Municipality and resolution by the County as required under N.J.A.C. 5:34-7 and shall continue in effect for a period not to exceed five (10) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation at least ninety (90) days prior to the expiration of the first year of the term or within ninety (90) days of the anniversary date of any succeeding year of the term. The withdrawal of any participant in the commodity resale system established herein shall not invalidate the Agreement.

3. Compensation.

The County will be paid and the Municipality will pay for the commodities and services described on the attached Schedule "A" at an hourly rate for time and type of service provided based upon the prevailing County contract rate and the prevailing County wage rate of employees performing the work. The County will provide an itemized bill to the Municipality along with a signed voucher on a monthly basis. The Municipality agrees to promptly process the County's vouchers for payment and to pay all bills within 45 days of submission by the County to the Municipality. The County will periodically provide the Municipality with an updated fee schedule to reflect the current prevailing County wage rate of employees performing the work. Said fee schedule shall be passed either upon adoption of the County budget each year or by separate resolution of the Board of Chosen Freeholders. Any changes to said fee schedule shall be made at the sole discretion of the Board of Chosen Freeholders.

The County will be reimbursed for mileage, photocopying, telefaxing, printing and other out-of-pocket expenses in accordance with the attached Schedule "C".

The County agrees to advise all parties within thirty (30) days of the receipt of the amount of all bids or change in any pricing of any or all commodities and services pursuant to Schedule "A".

Upon request, the County will submit separate bills and vouchers for certain specific tasks that are to be billed and paid from a separate account, such as (but not limited to) from a bond or capital account or special escrow account.

The County will bill the Municipality on a Division by Division basis.

4. Support Services.

The Municipality agrees to appoint a person to act as a liaison between the County and the Municipality in order to support and facilitate the orderly and efficient distribution of work requests and related relevant information to the Director of Public Works or his designee. The

Municipality shall also designate the following person or persons as authorized individuals who shall be able and authorized to order commodities and services from the County and bind the Municipality for payment of those services.

5. Level of Service.

The County agrees to provide all services in a workmanlike manner. The County will respond to requests for service on a prioritized "as-needed" basis, based upon the County's availability of resources. The parties agree that the only warranties provided by the County shall be those described on the attached Schedule "D".

The Municipality recognizes that the County provides similar services for other Municipalities in Somerset County as well as for County owned and maintained facilities and infrastructures. The County has limited personnel and resources to provide the services described in the Agreement. The County will in its own sole discretion determine the priority of any service or maintenance. The County makes no representation that it will provide the service or maintenance within a specific time frame. The County does not accept any liability for failure to respond to a service or maintenance request within any specific time. The Municipality reserves the right to call other service or maintenance persons or companies to perform these services or maintenance in the event that the County cannot respond in a time period required by the Municipality.

6. Use of Facilities.

The Municipality agrees to use the County facilities in compliance with the written procedures for use and operation established by the County. Failure to follow the written procedures for the use and operation of these facilities will permit the County to immediately terminate this agreement without notice.

The Municipality agrees to be responsible for any damage to the County facilities arising out of the negligence of the Municipality or its employees.

The Municipality agrees to be considerate of County activities and events taking place at the site and will not interfere with County functions.

The Municipality agrees not to park any vehicles or equipment at undesignated areas.

The Municipality agrees to allow the County with its own or contract forces to open a roadway or other areas under municipal jurisdiction while performing requested services without the need for permits or fees.

7. System Identification.

All records and documents, including but not limited to, bidding documents, purchase

orders, vouchers and contracts maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Commodity Resale System for purposes of identifying each contract and item awarded.

8. Power and Authority of the County.

The County, in performing the services under this contract, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities and obligations under the contract, including all powers of enforcement and administrative regulations which are or may be exercised by the party on whose behalf it acts pursuant to the contrary.

The County reserves the right to refuse a request that is not in its best interest or the interest of public safety.

9. Insurance/Indemnification

The Municipality agrees that it will defend, indemnify and save the County harmless from any and all claims by others resulting from or claimed to result from the acts or omissions of the Municipality or from any claims made that the failure to provide service was not performed even after the Municipality or County received actual or constructive notice of the same and/or from any claim or claims that the Municipality or the County failed to respond in a timely manner for any service or maintenance call or need. The Municipality shall provide a certificate of insurance to the County for general liability insurance coverage with the limits \$1,000,000/\$3,000,000 coverage for bodily injury and \$100,000 for property damage. The policy shall name the County, its officers, employees and agents as additional insured.

10. Other Agreements.

The County and the Municipality reserve the right to enter into any other contract with other public or private entities for the performance of any service or services which may be included within the scope of services provided in this Agreement.

11. Dispute of Payment.

As provided in N.J.S.A. 40A:65-7(g), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Paragraph 3 shall be paid. If through subsequent negotiation, litigation or settlement, the amount due shall be determined, agreed to, or adjudicated to be less than was actually so paid, the County shall promptly refund the excess.

12. Contracting with Private Parties.

In the event the County utilizes the services of a private contractor or professional entity to act as a contractor who completes any Municipal projects which are bid by the parties hereto or as experts with special expertise which are employed by the County, the County shall be required to award the contract for the work to be performed by a private entity or contractor in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq).

13. No Assignments.

This Agreement may not be assigned by one party without the written consent of the other.

14. Entire Agreement.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the parties hereto.

15. Severability.

If any clause, sentence, paragraph, section or part of this Agreement shall be adjudged to be invalid by any court of competent jurisdiction, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

KATHRYN QUICK
DEPUTY CLERK

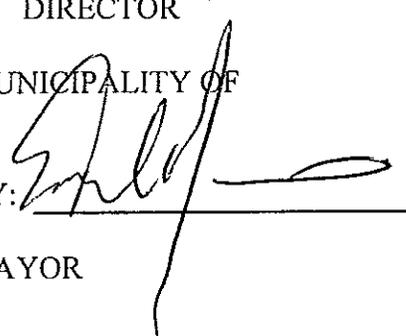
ATTEST:

CLERK

THE COUNTY OF SOMERSET

BY: _____
ROBERT ZABOROWSKI
DIRECTOR

MUNICIPALITY OF

BY:  _____
MAYOR

SCHEDULE "A"

SERVICES INCLUDED:

Facility Maintenance

Building Services

Carpentry

Electrical

General Building Maintenance

Groundskeeping

Plumbing

Vehicle and Equipment Maintenance

A/C Repairs

Automatic Transmissions

Belts

Body Work

Brake Work

Charging System Repairs

Cooling System Repairs

Drive Train Repairs

Electrical Repairs

Exhaust Work

Front End Alignments

Fuel System Repairs

Glass Repair and Replacements

Hazardous Waste Removal, Batteries, Tires, Oil, Etc.

Hoses

Hydraulic Repairs, Lines, Rams

Major and Minor Motor Repairs

Service, Oil Change

Shocks, Struts, Suspension

Tire Repair

Towing

Tune-up

Welding and Fabricating

Roadway Maintenance and Repairs

Snowplowing

Cracksealing

Dead Tree Removal

Stump Grinding

Jet Rodder Services

Drainage Installation and Maintenance

Emergency Assistance As Required

SCHEDULE "A"

SERVICES INCLUDED:

Bridge Maintenance

Bridge Maintenance and Repairs
Guiderail Maintenance and Installation

Traffic Safety Services

Signing
Pavement Striping and Markings
Traffic Control Signals
Traffic Data Collection
Traffic Safety Studies

*All Other Services As May be Required to Carry out This Agreement

**Debris Removed from Municipal Roadways Will Be Disposed of at the Designated *Municipal* Site

MATERIALS INCLUDED:

Automotive Parts
Diesel
Gasoline
Guiderail and Hardware
Ice Control Sand
Pavement Marking Materials
Salt
Signing Materials
Tack Coat
Traffic Safety Devices
Traffic Control Signal Equipment

*All Other Materials that May Be Required to Carry out the Services Under This Agreement

**The County Will Only Act Upon A Specific Request by the Municipality. No Service Will be Performed Independently by the County.

SCHEDULE "B"

SERVICES EXCLUDED:

State Vehicle Inspection

Roadside Service (Repairs to Vehicles on the Road)

Warranty Work

SCHEDULE "C"

OUT OF POCKET EXPENSES:

Telefaxing, Postage, Express Mail, and Toll Calls to be Reimbursed Based on Actual Expenses to the County Which Will Be Verified by Related Invoices.

All Other Out of Pocket Expenses Will be Reimbursed at the Prevailing State or County Contract Rate.

SCHEDULE "D"

Any part(s) sold on "as is" basis. The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). The County hereby expressly disclaims all warranties, either express or implied, including any merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the County any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages. In addition, expressly excluded as any County liability for defects pertaining to safety or performance, by way of strict liability negligence or otherwise.

SCHEDULE "E"

COMPENSATION FOR LABOR AND/OR EQUIPMENT:

Compensation for Labor Will Be Made at the Prevailing County Wage Rate for the Employee Performing the Work

Compensation for Overtime Will be Made at 1.5 Times the Prevailing Rate for the Employee Performing the Work for a Minimum of 4 Hours.

Compensation for Equipment Will Be Made at the Prevailing County Rate.

EXPLANATION: This Resolution authorizes the Mayor and Clerk to sign an Interlocal Services Agreement between the Township of Branchburg and the Borough of Rocky Hill for Leaf Collection and Disposal Services.

RESOLUTION 2011-69

**BOROUGH OF ROCKY HILL
SOMERSET COUNTY**

WHEREAS, the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes municipalities to enter into shared services agreements; and

WHEREAS, Rocky Hill is in need of leaf collection and disposal services; and

WHEREAS, Branchburg has the capacity to provide leaf collection and disposal services to Rocky Hill; and

WHEREAS, Branchburg is willing to provide for four (4) leaf pickups and disposal services to Rocky Hill for a total of \$13,000.00; and

WHEREAS, this price represents a substantial savings to Rocky Hill; and

WHEREAS, the Chief Financial Officer has certified that funds have been appropriated for these services; and

WHEREAS, Branchburg and Rocky Hill desire to enter into an Interlocal Services Agreement for Leaf Collection and Disposal Services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Rocky Hill, in the County of Somerset, State of New Jersey, as follows:

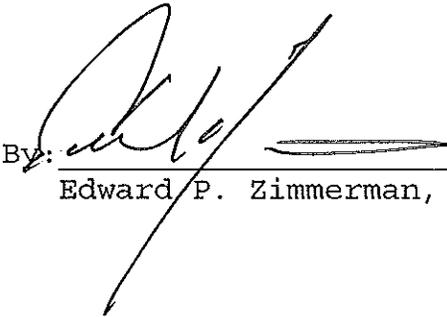
1. That the Interlocal Services Agreement between the Township of Branchburg and the Borough of Rocky Hill for Leaf Collection and Disposal Services is hereby approved.

2. That the Interlocal Services Agreement provide for four (4) leaf collection and disposal services.
3. That the Mayor and Clerk are hereby authorized to sign the Interlocal Services Agreement in substantially the form attached.
4. That this Resolution takes effect immediately.

ATTEST:

By: 

Rebecca Newman, Clerk

By: 

Edward P. Zimmerman, Mayor

CERTIFICATION

I, Rebecca Newman, Clerk of the Borough of Rocky Hill, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Borough Council on October 3, 2011.

Rebecca Newman, Clerk

EXPLANATION: THIS RESOLUTION ALLOWS THE BOROUGH COUNCIL TO RETIRE INTO EXECUTIVE SESSION.

BOROUGH OF ROCKY HILL

RESOLUTION 2011- 70

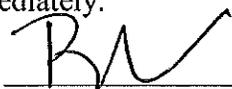
WHEREAS, Section 8 of the Open Public Meetings Act (N.J.S.A. 10:4-12(b) (1-9) permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the Borough Council is of the opinion that such circumstances exist.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Rocky Hill, County of Somerset, State of New Jersey, as follows:

1. The public shall be excluded from discussion of and action on the executive Session of October 3, 2011
2. The general nature of the subject matter to be discussed is as follows: -
Contract Negotiations: Township of Montgomery: Sewer Agreement
3. Minutes of said discussion will be made available as soon as it is deemed in the public interest to do so.
4. The Borough Council may take official action on those items discussed in executive session upon completion of the executive session.

This Resolution takes effect immediately.



Rebecca P. Newman

Borough Clerk

CERTIFICATION

I, Rebecca P. Newman, Borough Clerk, of the Borough of Rocky Hill, County of Somerset, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Borough Council at a regular meeting of said Council held on October 3, 2011.

Rebecca P. Newman
Borough Clerk

List of Bills - (0110101001) CASH
CURRENT FUND

Check#	Vendor	Description	Payment	Check Total
6939	29 - BOLLINGER INC	PO 3492 Selective 2nd Installment Policy S	4,599.00	4,599.00
6940	382 - DeSantis Construction Inc.	PO 3007 Contract NO. 10-04-RHB 2010	63,600.03	63,600.03
6941	81 - ROCKY HILL FIRE COMPANY NO 1	PO 3491 Swiftwater Rescue course	5,250.00	5,250.00
6942	354 - IKON Office Solutions Inc	PO 3483 photocopy rental Sept. 2011	124.50	124.50
6943	123 - JOHN KESSLER	PO 3482 Lawn mowing August 2011	1,250.00	1,250.00
6944	463 - MASON, GRIFFIN & PIERSON	PO 3484 Valerie Kimson legal services to Pl	112.00	112.00
6945	173 - N J League of Municipalities	PO 3479 2011 League Convention Registration	350.00	350.00
6946	173 - N J League of Municipalities	PO 3480 League Convention Luncheon	70.00	70.00
6947	483 - RR DONNELLEY	PO 3500 Safety paper for vital statistics	125.00	125.00
6948	430 - SHERATON ATLANTIC CITY	PO 3490 Hotel stays at League Convention 20	1,860.00	1,860.00
6949	247 - SOMERSET COUNTY TREASURER	PO 3481 Somerset County Department of Heal	955.08	955.08
6950	247 - SOMERSET COUNTY TREASURER	PO 3501 Washington/Crescent Av. new sign po	164.12	164.12
6951	286 - VAN CLEEF ENGINEERING	PO 3489 Engineering services August 2011	13,067.70	13,067.70
6952	289 - VERIZON	PO 3487 EMS phone Sept. 2011	61.62	61.62
6953	289 - VERIZON	PO 3488 Boro phone Sept. 2011	154.49	154.49
6954	304 - EDWARD ZIMMERMAN	PO 3485 Sept. 2011 Somerset County Governin	35.00	35.00
TOTAL				91,778.54
Total to be paid from Fund 01 CURRENT FUND			28,178.51	
Total to be paid from Fund 02 STATE AND FEDERAL GRANT FUND			63,600.03	
			<u>91,778.54</u>	

List of Bills - (0810101001) CASH
UTILITY OPERATING

Check#	Vendor	Description	Payment	Check Total
6569	415 - AQUA PRO TECH LABS	PO 3493 Wate testing	287.64	287.64
6570	366 - BRIAN A. RICHTER	PO 3494 Read water meter books 1 and 2 for	200.00	200.00
6571	204 - PITNEY BOWES	PO 3496 postage machine rental September 20	58.00	58.00
6572	259 - NEW JERSEY STATE TREASURER	PO 3499 1st & 2nd qtr warter use tax 2011	106.38	106.38
6573	286 - VAN CLEEF ENGINEERING	PO 3497 Engineering services sewage system	3,467.00	3,467.00
6574	289 - VERIZON	PO 3495 Water dept. phone Sept. 2011	28.79	28.79
TOTAL				4,147.81
Total to be paid from Fund 08 UTILITY OPERATING			4,147.81	
			<u>4,147.81</u>	

List of Bills - (1926005) INTERFUND - DUE CURRENT
TRUST OTHER

Check#	Vendor	Description	Payment	Check Total
6955	463 - MASON, GRIFFIN & PIERSON	PO 3498 5 Montgomery Ave. (BAJ) and 10 Prin	182.00	182.00
TOTAL				182.00
Total to be paid from Fund 19 TRUST OTHER			182.00	
			<u>182.00</u>	

**BOROUGH OF ROCKY HILL
COUNCIL MINUTES
October 3, 2011**

The regular meeting of the Borough Council of the Borough of Rocky Hill was called to order by Mayor Edward Zimmerman at 7:30 PM followed by the salute to the Flag, and a moment of silence to remember former Mayor George Morren.

NOTICE OF COMPLIANCE WITH OPEN PUBLIC MEETINGS ACT

The following statement was read into the record by Mayor Zimmerman: This meeting is called pursuant to the provisions of the Open Public Meetings Law. This meeting was included in a list of meetings transmitted to the Courier News and Somerset Spectator on January 5, 2011. Notice remains continuously posted as to required notices under the Statute. A copy of this notice is available to the public and is on file in the Office of the Borough Clerk.

ROLL CALL

Mr. Tom Bremner-present, Mr. Jeff Donahue-present, Ms. Julia Hasser-present, Mr. Mark Pausch-present, Mr. Josh Hochberg-present, Mr. Robert Steen-present.

Also present: Borough Attorney Albert Cruz, Borough Engineer Bill Tanner, Borough Clerk Rebecca Newman, Deputy Clerk Christine Witt, Mayor Ed Zimmerman, Zoning Officer Mark Blasch.

MAYOR'S COMMENTS

The flags in front of Borough Hall will remain at half-mast through October in honor of former Mayor George Morren.

The mayor attended the Somerset County Freeholders meeting and accepted a check for \$5,000 on behalf of the Montgomery Rocky Hill Youth Alliance.

The next Somerset County Governing Officials Association meeting will take place on Wednesday, October 12th, 2011, at the Millstone Grill in Manville. Mayor Zimmerman will moderate a debate between the candidates for Freeholder at that meeting.

The Mayor recognized the Rocky Hill First Responders for their service during Hurricane Irene. Each member of both the Fire Department and First Aid Squad were awarded individual proclamations.

APPROVAL OF MINUTES

Regular Meeting Minutes – September 19, 2011 –Motion was made by Donahue to approve the minutes as amended. Hasser seconded motion. Motion carried on roll call vote- all ayes.

For: Bremner, Donahue, Hasser, Hochberg, Pausch

Against: None

Abstain: Steen

REQUEST OF COUNCIL FOR NEW OR OLD BUSINESS (NOT ON AGENDA)

Nothing was added.

PUBLIC COMMENT

The floor was opened to the public for comments/questions.

Cliff Moore of Skillman Ave. stated that vehicles have been driving in the Green Acres and pointed out that there are no signs at the entrances indicating that no cars are allowed.

Hearing no further comments/questions the floor was immediately closed.

STATE POLICE REPORT

No report at this time.

ENGINEER'S REPORT

Report dated October 3, 2011 as received by Engineer Tanner was distributed and filed in the Borough Clerk's office. Engineer Tanner provided an overview of the report.

Van Horne Park-The Mayor asked if there is a way to fix the pond drainage problem so that the walkway is not washed away. It was suggested that a boardwalk would work, but that labor and materials would need to be donated.

Sewer Meter-No data available as contract has expired.

Playground Re-Mulching-October 14 suggested as a possible date for this project.

Sewer Odor-The Engineer has communicated with Montgomery and determined there is no odor control on the sewage from Stonebridge, and Montgomery is looking into fixing the problem.

7 Toth Lane Inlet-This needs to be cleaned.

Councilman Steen asked about dates for leaf pick up.

Councilman Donahue asked about repairing the swing set behind Borough Hall. He also asked if the Borough does preventative maintenance on tree branches.

CHIEF FINANCIAL OFFICER'S REPORT

No report at this time.

APPROVAL OF VOUCHERS

Bill list dated October 3, 2011 was presented for approval. Donahue made a motion to approve all vouchers except number 6959. Motion seconded by Hasser. Motion carried on roll call vote – all ayes.
For: Bremner, Donahue, Hasser, Hochberg, Pausch, Steen.

Against: None

Abstain: None

SPECIAL BUSINESS

Rocky Hill First Aid Squad Update

Captain Davis of the Rocky Hill First Aid Squad (RHFAS) reported that an arrangement is in place with the Princeton First Aid Squad to cover Rocky Hill when the agreement with Montgomery expires October 14. Princeton will also provide back up when Rocky Hill is on-call. RHFAS is not ready for expanded coverage at this time. The First Aid Squad passed inspection with its accrediting organization. Captain Davis announced that she is leaving the squad at the end of the month, and McGrew will serve as interim captain until the end of the year. Councilman Bremner asked if RHFAS squad will include areas across the river, and the answer is yes. Councilman Donahue asked if the RHFAS will be second responders for Montgomery, and the answer is yes, if the County dispatches the squad. Mayor Zimmerman announced that web information and brochures are being created to explain Princeton billing procedures to Rocky Hill residents.

Resolution 2011-67 Resolution Ratifying Mayor and Council's Decision to Award a Contract to Lucas J. Marxen for the Creation of Historic Preservation Software

Motion was made by Hasser to approve the resolution as presented. Motion was seconded by Bremner. Motion carried on roll call vote – all ayes.

For: Bremner, Donahue, Hasser, Hochberg, Pausch
Against: None
Abstain: Steen

Resolution 2011- 68 Resolution to Participate in Cooperative and Joint Purchasing Through Somerset County Department of Public Works –. Motion was made by Bremner to approve the resolution as presented. Motion was seconded by Hasser. Motion carried on roll call vote- all ayes.

For: Bremner, Donahue, Hasser, Hochberg, Pausch, Steen
Against: None
Abstain: None

UNFINISHED BUSINESS

Resolution 2011-69 Resolution Authorizing the Mayor and Clerk to Sign Inter-Local Agreement with the Township of Branchburg for Leaf Collection- Motion was made by Hasser to approve the resolution as presented. Motion was seconded by Steen. Motion carried on roll call vote- all ayes.

For: Bremner, Donahue, Hasser, Hochberg, Pausch, Steen
Against: None
Abstain: None

NEW BUSINESS

Inter-local agreement with the Township of South Brunswick for a Recycling Coordinator-The Mayor and Clerk interviewed Nancy Paquette, who was recommended by CFO Monzo. The cost will be up to \$300 a month for up to 10 hours of work through the inter-local agreement. The Council recommended continuing the process of reaching an agreement with South Brunswick.

Brush and Limb Pick Up-Engineer Tanner will get a quote for the cost by the next meeting. The Mayor said the date should be before Halloween, as should the first leaf pick up.

Veteran's Day- A brief ceremony and wreath laying will take place on November 13, 2011 in Panicaro Park.

Snow Removal- Engineer Tanner will get quotes for the cost of snow removal on Borough property. The same competitive price will be offered to residents.

COMMUNICATIONS:

Communications as listed, with the addition of two letters, were distributed, disseminated and filed accordingly.

FINAL PUBLIC COMMENT

The floor was opened to the public for comments/questions:

Peggy Harris, 66 Crescent- Ms. Harris again asked that the Borough consider enacting an ordinance restricting the parking of non-motorized vehicles on the streets of the historic district. Mayor Zimmerman responded that he will bring it to the Planning Board.

Ms. Harris also inquired about the health of a tree recently planted in Panicaro Park. The Engineer responded that the tree is still alive.

Executive Session-Resolution 2011-70 to Retire into Executive Session (8:35 PM)

Motion was made by Steen to approve the resolution and retire to into executive session. Motion seconded by Hasser. Motion carried on voice vote—all ayes.

For: Bremner, Donahue, Hasser, Hochberg, Pausch, Steen

Against: None

Abstain: None

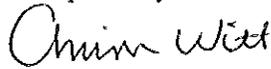
Results of Executive Session (9:25 PM)

None

ADJOURNMENT:

Motion was made by Donahue with a second by Hasser to adjourn the meeting at 9:25 PM. All voted in favor of adjournment.

Respectfully submitted:



Christine Witt
Deputy Borough Clerk