

The regular meeting of the East Amwell Township Committee was called to order at 7:30 p.m. Present were Mayor Dart Sageser and Committee members Tim Mathews and Peter Miller. Deputy Mayor David Wang-Iverson and Committee member Charles Van Horn were absent. Township Administrator Timothy Matheny and Attorney Judith Kopen were also in attendance.

In compliance with the Open Public Meetings Act, Municipal Clerk Teresa R. Stahl announced that this is a regularly scheduled meeting, pursuant to the resolution adopted on January 1, 2014, and a meeting notice published in the Hunterdon County Democrat issue of January 9, 2014. A copy of the agenda for this meeting was forwarded to the Hunterdon County Democrat, Times of Trenton, Star Ledger, Courier News, posted on the bulletin board, and filed in the Clerk's Office on March 11, 2014.

The meeting opened with the Pledge of Allegiance to the American Flag.

AGENDA REVIEW

Under Consent Agenda, add a resolution to allow the Mayor to sign the NJ DEP Consent for Treatment Works Approval for East Amwell Township School.

There will be an executive session tonight.

Added Correspondence was a 3/11/14 Attorney/Client Privilege memo from Attorney St. Angelo re: OPRA request.

ANNOUNCEMENTS

- A. East Amwell Township now has a Facebook Page. Follow us at [Township of East Amwell, New Jersey](#)
- B. 2014 Dog Licenses were due by February 28, 2014, without penalty. After that date, a \$25.00 late fee per dog is assessed to the licensing costs. Contact pdymek@eastamwelltownship.com for further information.
- C. Greenfest 2014 will take place on **Saturday, April 5**, from 9 a.m. – 1 p.m. at the East Amwell Township School in the auditorium. The event is sponsored by the Farmland/Open Space Preservation Committee.
- D. Roadside Clean Up day will be on **Saturday, April 12**. Contact Blaine Hummel at 609-466-2907 to sign up for a road. Some grippers and vests are available through the Clerk's Office.
- E. The Annual Easter Egg Hunt will take place on **Saturday, April 12**, at 11 a.m. at the East Amwell Township School.
- F. Hunterdon County will hold a Computer and Electronics Collection Day on **Saturday, April 12**, from 9 a.m. - 1 p.m. at the County Complex on Route 12. Email swrs@co.hunterdon.nj.us or call 908-788-1110 for details.
- G. The Annual Clean Up Day will be on **Saturday, April 26**, from 8 a.m. – noon at the Municipal Parking Lot. Permits are available through the Clerk's Office at a cost of \$15/car; \$25/van or SUV; \$35/truck.
- H. There will be a plant exchange day on **Saturday, May 3**, from 9 a.m. – noon at Clawson Park.
- I. The East Amwell Historical Society will sponsor the Ringoes 5K Run Through History on **Saturday, May 10**, beginning at 9 a.m. Contact fawn1552@embarqmail.com for details and registration information.
- J. Hunterdon County will hold their special 300th Anniversary Parade in Flemington at 4 p.m.

on **Saturday, March 22, 2014.** Fireworks will follow a birthday party in the park on Park Avenue.

APPROVAL OF MINUTES

February 15, 2014, Regular Minutes were approved on a motion by Mr. Mathews, seconded by Mr. Miller, and carried unanimously with two corrections on page 13: paragraph 3, line 5, change “reliant” to “resilient”; paragraph 4, line 3, change “He would like to see reverse 911 used...” to “Reverse 911 should be used....”

February 15, 2014, Executive Minutes (Atty. Advice, Contracts) were approved on a motion by Mr. Mathews, seconded by Mr. Miller, and carried unanimously.

OPEN TO THE PUBLIC (for Comments from the Public for Items Not on the Agenda)

David Bausmith, Old York Road, introduced himself as a Life Scout from Troop 65, being a troop member for 3 years. He is 13 years old and has lived in Ringoes for 12 years, and he was here for approval of his Eagle Scout Project to build four fitness stations around the trails at Clawson Park. He provided a packet of information to the members of the governing body.

David plans to get approval to proceed, then approach local businesses for donations and also do fund-raisers. If any businesses donate, there will be plaques on the stations with their names. He was willing to work with the committee on any suggestions they had and to meet safety expectations.

David was commended for his excellent presentation.

Mr. Matheny explained that each year, there is a safety inspection by the insurance company by a certified playground person. Any equipment must meet specific criteria, including drop zones from swings, padding, etc. If there is a potential hazard, the equipment must be removed. Mr. Matheny also spoke about business sponsored stations, stating that there was a Clawson Park committee, who should be involved. Mr. Miller asked if the Recreation Committee should be involved; Mr. Matheny said that the Clawson Park advisory committee would be the appropriate board.

Jennifer Meriman, David’s mother, asked about getting a signature for the proposal, explaining the approval process.

Mr. Mathews made a motion to approve the Eagle Scout Project for David Bausmith, Troop #65, contingent upon follow up to make sure that it fits in with the Township’s requirements; Mr. Miller seconded the motion, and it was carried unanimously.

Motion by Mr. Miller, seconded by Mr. Mathews, and carried unanimously to close to the public.

SPECIAL DISCUSSION

UPDATE ON FIRE AT PEACOCK’S STORE/APARTMENT BUILDING

Mr. Miller just attended an impromptu meeting tonight, which was scheduled on Sunday and confirmed yesterday. Local fire companies, including Amwell Valley, West Amwell, Raritan, and Hopewell were in attendance. He explained it as a “round robin” discussion to address issues and decide on how to “do better the next time.” There was a lengthy discussion on water management, recognizing the bad weather conditions; Mr. Miller had to leave the meeting currently going on, but he will follow up with Jesse Williams about this. There were about 18 tenders from different counties, with 100,000 gallons of water being carried in numerous trips, and it was still not enough to run the type of operation that they wanted to run.

Mr. Miller continued by stating that there were some communication problems (i.e., no Hunterdon County frequencies with the New Hope/Eagle Fire Company). Further discussions

on regional communications and on-site communications were held. Also discussed were the distances traveled to get water, including going to Hillsborough and to the firehouse or school on Barley Sheaf Road. The topic of fuel also came up, and Mr. Miller will speak to Jesse Williams about this. The issue of getting diesel for all the trucks must be resolved. Mayor Sageser mentioned that the Township also had a problem with getting fuel for the plow trucks, and the Township may be looking for another reliable source. Mr. Matheny explained that the DPW Superintendent is looking at options, mentioning the possibility that Hess may not be available for fuel if renovations are being made to the site.

Mr. Miller noted that there was only one injury reported at the fire. He will keep the governing body up to date.

Mayor Sageser spoke about the collection of items for the victims, which was consolidated and set up by volunteers. He noted that the Red Cross leaves in three days after an event.

Mr. Miller said that there were some safety concerns about the structure, and he mentioned some difficulties in getting an opinion from Raritan Township, with whom East Amwell shares construction services. He explained that Jesse Williams (Fire Chief) has the authority to make a call, but he would have liked to have input from the Construction Department. Going forth, the Fire Company would like to have better contact information.

Mayor Sageser commented on a conversation with the property owner, Jeffrey Robertson. He also noted that there is a 20-80% rule pertaining to structures, i.e., if 20% of the property remains, it can be re-built. The Zoning Officer and Raritan Officials have surveyed the site and are of the opinion that the 20% remains if the southern portion of the building is included in calculations. Mr. Robertson is coming to town next week, once the fire marshall is done with his work. Mayor Sageser commented on "doing what we can to help this along ... to help the people who have lived there."

CONSENT AGENDA

RESOLUTION TO REFUND GONSIEWSKI BOARD OF ADJUSTMENT FEES

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RESOLUTION #40-14

WHEREAS, Denise M. Gonsiewski is the owner of Block 32, Lot 4.02 in the Township of East Amwell ("Township"); and

WHEREAS, on August 29, 2013 the zoning officer, based on the complaint of a neighbor, issued a Notice of Violation to her for "agricultural use of property in the Sourland Mountain District, a horse farm, without variance approval from the Zoning Board of Adjustment." and

WHEREAS, the rationale of the zoning officer was that the zoning ordinance requires agricultural uses receive conditional use approval from the Planning Board and, among other requirements, those conditions require farm buildings be situated on lots at least 30 acres and do not require additional clearing; and

WHEREAS, Ms. Gonsiewski appealed the Notice of Violation to the Board of Adjustment on the grounds that keeping a horse on her property is not an agricultural use, and accordingly, the agricultural restriction in the ordinance does not apply to her property; and

WHEREAS, the matter was submitted to the attorney for the Board of Adjustment who issued an opinion, dated December 2, 2013, in which he concluded, among other things, that the mere keeping of horses in the Sourland Mountain District would not constitute an "agricultural use" or "farm activity" under Section 92-89D(4) of the Land Management Ordinance; and

WHEREAS, Ms. Gonsiewski has requested that certain charges that she incurred in connection with her appeal be refunded. Specifically, she seeks the \$50.00 application fee and the \$650.00 initial escrow fee be returned to her for a total refund \$700.00;

WHEREAS, the Board of Adjustment incurred legal and other fees substantially in excess of the amount of the initial escrow fee; and

WHEREAS, the Township believes that the zoning officer acted in good faith and raised legitimate questions regarding the issue of whether horses constitute an agricultural use in the Sourland Mountain District; and

WHEREAS, there are issues as to whether all varieties of "pets" are a proper accessory use in the Sourland Mountain; and

WHEREAS, the legal issues raised in this matter are unique and have not been previously decided by the Board of Adjustment; and

WHEREAS, Ms. Gonsiewski has been required to expend considerable sums of money in connection with this matter, including legal fees; and

WHEREAS, it is not the Township's policy to reimburse persons who are required to go to the Board of Adjustment in order resolve Notices of Violation, but, in this particular case, the matter was never presented to the Board and the Notice of Violation was withdrawn prior to the matter being considered by the Board, based on the advice of the Board of Adjustment attorney; and

WHEREAS, the Township believes it has no legal obligation to reimburse an applicant to the Board of Adjustment under these circumstances, but at the same time the Township also does not wish to incur substantial legal fees to defend its position; and

WHEREAS, the attorney for Ms. Gonsiewski has expressed a willingness to compromise Ms. Gonsiewski's claim for a total of \$700.00; and

WHEREAS, it is in the best interest of the taxpayers in this particular case to not spend additional sums on attorneys' fees to defend the Township's position.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of East Amwell that the Township is willing to reimburse Ms. Gonsiewski the sum of \$700.00 and waive any claim for additional escrow as a compromise of any and all claims that she may have against the Township arising out of the Notice of Violation issued by the zoning officer on August 29, 2013, providing that she provides a General Release to the Township in a form acceptable to the Township attorney.

By Order of the Township Committee,

Dart Sageser, Mayor

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RESOLUTION #41-14

Be It Resolved that the Township Committee of the Township of East Amwell hereby approves the Mayor's signature on the treatment works approval consent form for the East Amwell Township School, Block 16.01, Lot 35.

By Order of the Township Committee,

Dart Sageser, Mayor

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Motion by Mr. Mathews, seconded by Mr. Miller, and carried unanimously.

PUBLIC HEARINGS/INTRODUCTION OF ORDINANCES

PUBLIC HEARINGS – None

INTRODUCTION OF ORDINANCES

ORDINANCE 14-01: AN AMENDMENT TO THE 2013 SALARY AND WAGE ORDINANCE TO INCLUDE THE POSITION OF A VIOLATIONS CLERK

Mr. Matheny explained the request of Court Administrator Cindy Hooven to have a new position in the court office as a Violations Clerk. Regulations for appointment of Deputy Court Administrators have changed, i.e., requirements on how to hire, necessary certifications, etc. With the appointment of a Violations Clerk, the cost would be less per hour, which would allow the Court to have one or two employees hired to do the work. The budget would not be increased, only the number of hours for assistance within the current budget. Mr. Matheny asked the governing body to allow the posting of the job, if the ordinance is introduced this evening; this will allow time to interview candidates and appoint at the April meeting.

Mr. Matheny noted that Delaware Township, as a shared court, is introducing a similar ordinance and will allow East Amwell to do the hiring.

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EAST AMWELL TOWNSHIP

ORDINANCE 14-01 AN AMENDMENT TO THE 2013 SALARY AND WAGE ORDINANCE TO INCLUDE THE POSITION OF A VIOLATIONS CLERK

BE IT ORDAINED by the Township of East Amwell that they hereby amend the 2013 East Amwell Salary and Wage Ordinance, currently in effect, to include a new position as follows:

HOURLY:

Title	Salary Range
Violations Clerk –East Amwell’s ½ share	\$6.50 – 9.00 per hour

BE IT FURTHER ORDAINED that this ordinance shall become effective upon publication, according to law.

By Order of the Township Committee,

Dart Sageser, Mayor

Attest: _____
Teresa R. Stahl, RMC/CMC
Municipal Clerk

Introduced:
Adopted:

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Motion by Mr. Mathews, seconded by Mr. Miller, and carried unanimously to introduce Ordinance 14-01.

The ordinance will be published in the March 20, 2014, issue of the Hunterdon County Democrat, and the public hearing will be held at the next regular Township Committee meeting on April 10, 2014, at 7:30 p.m.

The governing body agreed that the position could be posted tomorrow.

SPECIAL COMMITTEE REPORTS – None

STANDING COMMITTEE REPORTS

2014 APPOINTMENT(S) TO COMMITTEE(S)

Mayor Sageser explained that prior to the regular meeting, some of the members interviewed Suzanne Koeniger for a position on the Historic Preservation Committee. They believed that she would be a suitable member for the Committee. Motion by Mr. Mathews, seconded by Mr. Miller, and carried unanimously to appoint Suzanne Koeniger to the Historic Preservation Committee as an alternate member. (Note for the Record: Will Harrison will move up to Alternate I and Suzanne Koeniger will be Alternate II.)

FARMLAND/OPEN SPACE PRESERVATION COMMITTEE (FOSPC)

1) Omick Woods at Rocktown Preserve Sign: Mr. Matheny explained that he spoke with FOSPC Member Dick Ginman about the need for a sign on the Omick property (as part of the acquisition requirements of the property years ago). He stated that a sign could be purchased from Deptcor and funded through the Open Space Trust Fund. The idea is for a single post sign, similar to a speed limit sign. He asked if the Township Committee had any input on color, size, etc., and whether they wanted to see the Township's logo on the sign; they agreed that they would like to see the logo on it. Mayor Sageser commented on the D & R signs as "simple and effective"; Mr. Mathews thought that they looked "plastic."

Mr. Mathews spoke about a possible Eagle Scout project by another scout, Ron Wielenta, who approached him. He was looking to create signs for trails in the area. Mr. Mathews will speak with Mr. Ginman about this possibility, and since the trail project at Rocktown is funded by ANJEC, they may have some input.

UNFINISHED BUSINESS

TOWNSHIP ADMINISTRATOR'S UPDATE:

1) Resignation of Deputy Court Administrator Dawn Augustine as of 3-10-14 & Hiring of Violations Clerk: The Township Committee acknowledged Ms. Augustine's resignation and the new position was discussed earlier under Introduction of Ordinances.

2) Roadside Brush Clean-up (See 2/15/14 Minutes for Background): Mr. Matheny explained that a meeting with DPW Superintendent Silverthorn to discuss options still hasn't been held, noting six days of recent plowing and follow up clean-up being done.

3) Search for CFO and Appointment, If Applicable: This item will be discussed in executive session.

On a question from the governing body, Mr. Matheny explained that the current CFO is continuing to work one day a week with his "one day a week" assistant. The auditor has been in the office, and the auditor is pleased with the Tax Collector's "paperwork and numbers." The CFO will be in the office tomorrow and will provide an update on the office. Mr. Matheny commented on looking at monthly records and "not being sure where postings went, with some double records ... but with items back on line." He concluded that "it is taking time, but they are making progress."

Mr. Matheny commented on better response to the job posting with the revised advertisement, stating that there were some with certification, a number in the process of certification with some financial background. He stated that this will be discussed in executive session. He has not interviewed any candidates but had some phone conversations; he mentioned the need for a special meeting before the April meeting with Mr. Steinberg leaving on April 11.

Mr. Mathews commented on being behind in the budget process, and he would like to have the CFO present for a budget meeting as soon as a date is possible. Mayor Sageser explained that Mr. Steinberg felt that the Township was working on a temporary budget and was waiting for the appointment of the CFO so that the person would be involved in the budget preparation.

Mr. Mathews spoke about a frank, public discussion with a baseline budget to tie together. He said that he recommended this to Mr. Steinberg and mentioned at a public meeting that the 2014 budget could be based on the 2013 budget with a COLA increase as a starting point. He said that this was the latest that budget discussions have taken place in his service, and he was uncomfortable about it. Mayor Sageser agreed, mentioning the need to have revenue figures and trying to align the budget. The Mayor commented on the need to “get guidance from the CFO and determine what continuity process that there would be.”

Mr. Mathews mentioned that some organizations, such as the Fire Company, rescue squad, and baseball league, wanted information on the budget, and the Township should post a schedule. He suggested setting a budget meeting two weeks from today, i.e., March 27. The hiring issue could be discussed in executive session. The meeting will begin at 7:30 p.m.

Mr. Matheny explained that Mr. Steinberg shifted his schedule, i.e., he will be in the office on Mondays now rather than Friday, with April 7th (rather than 11th) being his last date.

Mr. Miller commented on preparing the 2014 budget based on the 2013 budget with a percentage increase and leaving a new person to sign off on a budget that he/she had nothing to do with creating. Mayor Sageser said that whoever was hired would have to prepare their own budget and prepare it for the State, understanding the spending side; he said that the income side is important to understand, and it is unknown at this time. Mr. Mathews commented on the transition with the revaluation, stating that the figures should be “pretty close,” and the state aid adjustments would have to be added. Mayor Sageser mentioned the information that the Assessor provided regarding a possible annual reassessment. Mr. Mathews asked that input from the auditor be included in budget discussions.

Mr. Matheny will tell Mr. Steinberg about the scheduled budget meeting tomorrow.

4) Fire at Peacock’s – Status Report: This item was discussed earlier in the meeting. Mayor Sageser mentioned that Deputy Mayor Wang-Iverson was very involved with helping the victims. The Mayor mentioned that there were 10 victims, and the OEM annexes were utilized. There were a number of civilians involved with support, and it was overwhelming. Mr. Mathews commented on government facilitating matters, while not actively initiating them.

5) 3/2 Assessor Busher’s Request for Appraisal for The Ridge at Back Brook Appeal: Mr. Matheny explained that the Assessor is requesting, as part of the budget, to hire an appraiser to work on the appeal from the golf course (i.e., the second largest tax payer in the municipality). The firm would be providing a highly technical appraisal for presentation at the tax board hearing.

The governing body exchanged comments about the proposed cost of the appraiser, the type of property in question and locating comparables, the revaluation of properties last year, etc. Mr. Mathews asked for further explanation from the Assessor during budget discussions.

6) Proposal for Traffic Enforcement: This item will first be discussed in Executive Session.

7) 3/11 Email of Resignation from Scott Bauman from Agricultural Advisory, Historic Preservation, and Recreation Committees: Mr. Matheny explained that Mr. Bauman would keep the Farmland/Open Space Preservation Committee (FOSPC) duties, but he would be resigning from the other three committees “sooner than later.” He said that the positions were posted for all three or each individual committee(s), and he will recommend the appointment of the “best candidate(s).” Mayor Sageser spoke about the significance in keeping momentum with FOSPC; Mr. Matheny also noted that current staff would step up, if needed.

8) Request from Brian Ignation re: Hell of Hunterdon Bike Race on 3/22 and Use of Municipal Property for Aid-Station: The Township Committee had previously given permission to the group to hold their event with the aid station being located on D & R Greenway property in the Sourlands. Because of weather conditions, it was unclear whether or not the D & R Greenway property would be accessible, and Mr. Ignation was asking to use the municipal lot as a possible location, although it is not ideal since it is off their course. Options were discussed by the DPW Superintendent, the Administrator, and the Clerk, and it was agreed that locating the

station on the lower lot (on Wertsville Road) would be the best option. There was a consensus of the governing body to approve this. (FOR THE RECORD .. the municipal property was not used during the event.)

9) Specifications for Clawson House: Mr. Matheny explained that Chris Pickell prepared specifications for the Clawson House, with funding from a grant. The specifications were for tightening up the basement, siding, and windows. The architect is from Flemington, has done a lot of work in Hunterdon County, and is well known for historic renovations. Mr. Mathews asked about the structural integrity of the dwelling; Mr. Pickell is familiar with historic structures and feels that the house is sound, including the stairs and roof. Frances Gavigan, in the audience, made a comment on the beams. Mr. Matheny continued by stating that the drawings were complete and the architect was provided with bid documents to proceed. Attorney Kopen will be asked to review the bid specs before they are released for distribution.

10) Snow Plowing: Mr. Mathews commented on his mailbox that was destroyed by a boulder of snow, but he fixed it himself. Mayor Sageser commended on seeing a roadman on the grader cleaning out catch basins.

OPEN TO THE PUBLIC

Motion by Mr. Miller, seconded by Mr. Mathews, and carried unanimously to open to the public for comment.

Frances Gavigan, 123 Wertsville Road, asked about correspondence from Hunterdon County Planning Board regarding visitations to municipal Planning Board meetings and when the County would be visiting. Mayor Sageser said that they have not yet visited the municipality and did not know when they would.

Motion by Mr. Miller, seconded by Mr. Mathews, and carried unanimously to close to the public.

ADMINISTRATIVE REPORTS

TREASURER/CFO'S OFFICE:

Bills of the evening (bill list dated March 11, 2014) were approved on a motion by Mr. Miller, seconded by Mr. Mathews, and carried unanimously.

Treasurer's Resolution:

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RESOLUTION #42-14

WHEREAS, it has been determined by the Board of Health of the Township of East Amwell that the following witness fees can be refunded;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of East Amwell that the Treasurer is hereby authorized to refund the following amounts to the applicant:

Applicant	Amount Refunded
Michele Robbins	\$360.00
New Market Farm, LLC	\$ 55.00

By Order of the Township Committee,

Dart Sageser, Mayor

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Motion by Mr. Mathews, seconded by Mr. Miller, and carried unanimously.

TAX COLLECTOR HYLAND presented here February 2014 Municipal Disbursements Report.

Tax Collector's Resolution:

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RESOLUTION #43-14

WHEREAS, Tax Sale Certificate #201301, for Block 8, lot 18 was sold to Pro Cap III on October 3rd 2013 for unpaid 2012 taxes and interest and,

WHEREAS there has been a Tax Court Judgment on February 4th 2014 reducing the 2009, 2010, 2011 and 2012 assessed values for this property creating a credit balance,

THEREFORE BE IT RESOLVED that Tax Sale Certificate 201301 be cancelled and that a check in the amount of \$2,550.42 for this redemption and that a check for \$3,300.00 for the premium paid for Certificate 201301 be returned to Pro Capital III and,

BE IT FURTHER RESOLVED that the newly created credit be applied to delinquent 2013 taxes in the amount of \$3,716.77 for Block 8, lot 18 assessed to Richard and Christianna Napiorkowski.

By Order of the Township Committee,

Dart Sageser, Mayor

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Motion by Mr. Miller and seconded by Mr. Mathews to approve the resolution. Mr. Mathews asked the attorney about the remaining money; Ms. Kopen explained that whatever money remaining is applied to the taxes and the delinquency is reduced. The motion was carried unanimously.

All other reports were acknowledged. Comments were made about the DPW Report with respect to the amount for diesel fuel for snow plowing. Mr. Matheny also noted that the Department has 64 tons of salt now in anticipation of any further storms. Discussion on salt purchase may take place during budget sessions. The DPW reports are now posted on the website.

CORRESPONDENCE

Mr. Mathews commented on correspondence from the Clerk regarding election pay, which was briefly explained.

Mr. Mathews spoke to Assemblywoman Bonnie Watson Coleman regarding the challenge for CFO's for smaller municipalities. There is new legislation that will allow municipalities under 5,000 to use public accounting firms and will also allow these municipalities three years leeway on appointing employees who intend to become certified CFO's. Mr. Mathews may be called to testify, and he felt that some progress was being made.

Mayor Sageser commented on attending the League of Municipalities' Annual Mayor's Day in Trenton, with representatives such as Senator Sweeney and others. Items discussed included shared services. The Mayor asked Senator Sweeney about the dilemma of not being able to hire a CFO because part time employees no longer qualify for pensions. Mr. Matheny explained that a way to overcome this is to have the CFO as an employee of one town and share services with others. Mr. Mathews pointed out the quandary of hiring an employee, with whom you share with other municipalities, and the town's obligation to their employee even if the shared service ends.

EXECUTIVE SESSION

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RESOLUTION #44-14

WHEREAS, the Open Public Meetings Act, P.L. 1975, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, East Amwell Township Committee is of the opinion that circumstances presently exist; and

WHEREAS, the governing body of the Township of East Amwell wishes to discuss land acquisition, personnel, contracts, and to received attorney advice; and

WHEREAS, minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then minutes can be made public;

NOW, THEREFORE, BE IT RESOLVED that the public be excluded from this meeting.

By Order of the Township Committee,

Dart Sageser, Mayor

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Motion by Mr. Miller, seconded by Mr. Mathews, and carried unanimously to approve the resolution.

There was a short recess at 8:55 p.m. and the executive meeting began at 8:59 p.m.

The regular meeting resumed at 10:15 p.m.

UNFINISHED BUSINESS, Continued

TOWNSHIP ADMINISTRATOR’S REPORT:

6) Proposal for Traffic Enforcement: West Amwell Township had provided a signed agreement (Mayor and Clerk), which was a verbatim of the agreement that East Amwell Township held with Raritan Township for traffic enforcement. The agreement was reviewed by the Township Attorney, who found it to be satisfactory. The governing body spoke about the proposal from West Amwell, with Mr. Mathews adding that he also spoke with the Mayor from West Amwell about the agreement. They will provide the same hours (4 per week) for a flat revenue fee (\$15,000, which will be prorated for the year), using patrolmen in West Amwell. The term will commence on April 1. Language in the current resolution/agreement will be changed to accommodate the new commencement date, based on a prorated cost from that date until the end of the year.

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RESOLUTION #45-14

SHARED POLICE SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT made this 13th day of March, 2014 by and between EAST AMWELL TOWNSHIP (“East Amwell”), a municipal corporation in the County of Hunterdon, State of New Jersey with offices at 1070 Route 202/31, Ringoes, New Jersey 08551 and WEST AMWELL TOWNSHIP (“West Amwell”), a municipal corporation in the County of Hunterdon, State of New Jersey with offices at 150 Rocktown-Lamb. Road, Lambertville, New Jersey 08530.

WITNESSETH:

WHEREAS, police services currently are provided in East Amwell by the New Jersey State Police (“the State Police”); and

WHEREAS, East Amwell has a positive relationship with the State Police and is satisfied with the law enforcement services they provide; and

WHEREAS, East Amwell has a need for increased enforcement of traffic laws within its borders; and

WHEREAS, it is unlikely that the State Police can provide an increase traffic enforcement presence on a regular basis because of their manpower constraints; and

WHEREAS, West Amwell has its own police force and can provide traffic enforcement services to East Amwell using existing manpower and equipment; and

WHEREAS, West Amwell is willing to provide traffic enforcement services to East Amwell; and

WHEREAS, the sharing of traffic enforcement services will benefit both East Amwell and West Amwell by increasing the efficiency and decreasing the costs of those services; and

WHEREAS, the parties have agreed that West Amwell will provide traffic enforcement services to East Amwell in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* (“the Shared Services Act”) and terms and conditions of this Agreement; and

WHEREAS, East Amwell has approved this Agreement pursuant to RESOLUTION # 45-14 and West Amwell has approved this Agreement pursuant to RESOLUTION # -2014.

NOW, THEREFORE, with the foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. SERVICES

a. West Amwell agrees to provide police officer(s) and all equipment necessary to render traffic enforcement services within East Amwell, including a marked police vehicle, fuel, and all standard issue equipment as supplied by West Amwell to its police officers, for an average minimum of four (4) hours per week.

b. Traffic enforcement will be provided by West Amwell at times and locations within East Amwell as agreed upon between the West Amwell Police Captain or his designee and the East Amwell Administrator or his designee. Enforcement areas will be selected based on a variety of considerations including, but not limited to, visual deterrence, known or perceived violations, motor vehicle crash data, speed trailer surveys, citizen complaints and the professional knowledge and experience of the law enforcement officers involved.

c. Such services shall be provided under the sole and exclusive direction of the West Amwell Police Captain. No East Amwell official will personally direct any operations of any West Amwell police officer.

d. The West Amwell Police Captain shall have flexibility in assigning police officers for traffic enforcement in East Amwell so that such assignments do not require the use of overtime. The West Amwell Police Captain may reassign West Amwell police officers assigned to traffic enforcement services in East Amwell pursuant to this Agreement in the event that an emergency occurs within West Amwell requiring that all West Amwell police officers be assigned duties within West Amwell. Traffic enforcement service assignments in East Amwell will resume as soon as practicable after the resolution of the emergency as determined by the West Amwell Police Captain.

e. It is expected that assignments will be made on days and at times that maximize the police officers’ productivity. All West Amwell police officers assigned to provide traffic enforcement services within East Amwell pursuant to this Agreement are expected to demonstrate productivity while providing such services. Productivity may be determined by

motor vehicle stops/contacts, warnings, summonses issued, and any other professional standards used by law enforcement professionals to measure productivity as determined by the West Amwell Police Captain or his designee.

f. West Amwell police officers shall appear in East Amwell Township Municipal Court as required to adequately prosecute any and all enforcement action taken by West Amwell within East Amwell. The time for such appearances shall be in addition to the enforcement hours provided pursuant to this Agreement and said appearances shall be made without additional payment by East Amwell. In the event that the Municipal Court orders a West Amwell police officer to appear in court in connection with an East Amwell traffic enforcement matter at a time that cannot be scheduled by the West Amwell Police Department without incurring overtime, East Amwell will reimburse West Amwell for the overtime hours necessary for the police officer to comply with the Court Order at the officer's overtime rate as documented in an invoice submitted by West Amwell to East Amwell. The East Amwell Township Municipal Court Administrator will work with the West Amwell Police Captain or his designee to schedule court appearances by West Amwell police officers in connection with East Amwell traffic enforcement matters so as to avoid the need for overtime pay for such appearances.

g. East Amwell shall provide no additional compensation for any law enforcement services provided by West Amwell within East Amwell that are outside the scope of this Agreement. West Amwell police officers assigned to provide traffic enforcement services within East Amwell who confront a law enforcement emergency while providing such services are expected to respond as required according to their professional training, including contacting the State Police for further handling of any situation.

2. **TERM**

The term of this Agreement shall commence on April 1, 2014 and remain in effect until December 31, 2014, unless terminated sooner pursuant to Paragraph 9 below. The parties may agree in writing to renegotiate or extend this Agreement at the expiration of its initial term for additional one (1) year terms.

3. **CONSIDERATION**

East Amwell shall pay West Amwell eleven thousand, two hundred fifty dollars (\$11,250.00) as a pro-rate payment for 2014 for providing the services identified in this Agreement. Payment will be made in three equal payments of three thousand, seven hundred fifty dollars (\$3,750.00) to be paid on or about May 1, September 1, and December 31, 2014.

4. **REPORTS**

When requested by East Amwell, the West Amwell Police Captain or his designee will provide documentation of the hours, location, and productivity of the West Amwell police officers assigned to provide traffic enforcement services within East Amwell pursuant to this Agreement.

5. **REVENUES**

East Amwell shall be entitled to all revenues generated from law enforcement services provided pursuant to this Agreement, including but not limited to fines and court costs.

6. **INDEMNIFICATION**

East Amwell shall not be liable for any negligent, reckless or intentional acts or omissions of West Amwell and West Amwell shall indemnify, defend and hold East Amwell harmless from all losses, injuries or damage caused by the negligent, reckless or intentional acts or omissions of West Amwell or any of its respective employees or independent contractors in rendering law enforcement services pursuant to this Agreement, including any allegations against East Amwell arising out of the provision of police services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against East Amwell incident to such neglect, reckless or intentional acts or omissions. West Amwell is not obligated to indemnify East Amwell if the acts or omissions are exclusively that of East Amwell.

7. INSURANCE

West Amwell police officers providing law enforcement services pursuant to this Agreement will be considered employees of West Amwell at all times whether on East Amwell property or West Amwell property. West Amwell will provide workers compensation, police professional liability, comprehensive general liability, motor vehicle insurance and errors and omissions insurance related to services provided by West Amwell police officers pursuant to this Agreement.

West Amwell will cause East Amwell to be named as an additional insured on the above polices on a primary, non-contributory basis.

8. APPLICABLE LAW

Each party shall comply with all applicable laws pertaining to the provisions of law enforcement services including, without limitation to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

9. TERMINATION

Either party may terminate this Agreement for any reason provided that the party seeking the termination provides a sixty (60) day written notice in advance of the date of the termination. Either party may terminate this Agreement in the event of a breach of the terms of this Agreement by the other provided that the party seeking the termination provides a ten (10) day written notice in advance of the date of the termination to allow for cure of the breach. This Agreement may be terminated at any time by written agreement of the parties.

10. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and may not be supplemented, amended or revised unless in writing and signed by the parties to the original agreement.

11. SEVERABILITY

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

12. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant or condition at any other time; nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment.

By Order of the Township Committee,

Dart Sageser, Mayor

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Motion by Mr. Miller, seconded by Mr. Mathews, and carried unanimously by roll call vote: Mr. Miller, yes; Mr. Mathews, yes; Mr. Sageser, yes.

Ms. Kopen left the meeting at 10:20 p.m.

ADJOURNMENT

There being no further business, motion by Mr. Mathews, seconded by Mr. Miller, and carried unanimously to adjourn the meeting at 10:20 p.m.

Teresa R. Stahl, RMC/CMC
Municipal Clerk

