

The regular meeting of the East Amwell Township Committee was called to order at 7:30 p.m. Present were Mayor David Wang-Iverson, Deputy Mayor Dart Sageser, and Committee members Tim Mathews, Charles Van Horn, and Peter Miller. Township Administrator Timothy Matheny and Attorney Richard Cushing 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 7, 2015, and published in the January 15, 2015, issue of the Hunterdon County Democrat. 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 February 10, 2015.

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

AGENDA REVIEW

Under Administrative reports, an additional resolution from the CFO for Board of Health refunds will be added. Under correspondence, add the Feb. 6 email from Atty. Cushing on a Civil Rights seminar and receipt of the January 2015 JCPL General Wetlands Permit for Vegetative and Structure Maintenance. A copy of the JCPL permit is on display on the back table.

ANNOUNCEMENTS

A. West Amwell Township is now accepting all construction applications for East Amwell Township as part of a shared service, effective January 1, 2015. Contact them at Construction@westamwelltownship.org or 609-397-2036.

B. Municipal Offices will be closed on Monday, February 16, 2015 in observation of President's Day.

C. The Farmland/Open Space Preservation Committee will hold a forum on farmland preservation on Tuesday, February 24, 2015 at 7:30 p.m. at the municipal building. The public is invited to attend.

UPDATE FROM THE CFO

CFO Margaret Pasqua was present at this time. She explained that the Township Committee will be adopting the CAP Ordinance this evening, as they do each year. The ordinance allows the municipality to bank unused money and be able to increase spending if anything unseen happens, as a "safety net for two years."

Ms. Pasqua explained that most departments have responded to her request for 2015 budget information, and she has put a budget together based on the preliminary requests. She is looking to introduce the budget in March and suggested setting up a budget meeting now. There was a consensus to hold this meeting on February 18 at 6:30 p.m.

Ms. Pasqua said that the Annual Debt Statement and the Annual Financial Statements were filed on time. The only hold up on the budget will be the receipt of state aid figures, which she hoped to receive by the end of February. The numbers are pretty much the same each year, but the exact totals are necessary to place in the correct line items.

The Committee thanked Ms. Pasqua for her report and she will stay for action on the ordinances.

STANDING COMMITTEE REPORTS

HISTORIC PRESERVATION COMMITTEE

1) Report from the Chair:

Barbara Sageser, Chair of the Historic Preservation Committee, was present at this time. The Committee just reorganized, naming her as Chair and Pauline Serafin as Vice Chair. Pauline is also Secretary of the Historical Society, and there is a tight relationship between the two bodies. The Committee reviewed the ordinance creating their body and referred to the ordinance when setting their goals for the year. The Committee received a copy of the resolution regarding digitization of records, the idea for which came up at the Historic Preservation Committee. The Committee believes that doing the inventory of historic resources is a priority right now, and there is some complication with tax records not matching the resource list.

Mrs. Sageser mentioned a former Historic Preservation Committee member, Jennie Floyd, who moved to Massachusetts and was involved with archiving. Jennie will be forwarding a model inventory and demolition ordinance for consideration. The Committee set up a sub-committee to review this material. The Quick Collection is being archived, and member Suzanne Koeniger is doing a report on it. The two new members being appointed tonight will be assisting. The Committee plans to set up a workshop with CAPES, the organization who initially assessed the Quick materials. There is also a presentation this month on Black History, and a garden tour is being planned.

Mrs. Sageser spoke about progress on the Clawson House, including working on a window submittal for approval. She explained the intent to replicate the existing windows, adding that the house spans a period from 1752 to 1932. The rehabilitation project will more than likely take place in spring. The Committee is also working on a grant for the basement. Deputy Mayor Sageser asked about the Historical Society's consideration of involvement with Clawson House from a 501C(3) perspective. Mrs. Sageser said that it was discussed at the Society's January meeting, and they considered the symbiosis. The Committee's main mission is to preserve East Amwell's past, and they would be looking for a place to preserve the materials. The intent is to eventually house the materials at the Clawson House, which would be open to scholars as a living archive. Deputy Mayor Sageser thought that member Jim Davidson would make a presentation to the governing body at some point.

2) Appointment of New Members: Mrs. Sageser said that Jim Davidson has spoken to Susan Berger about the committee in the past, and Mrs. Sageser spoke with Debra Carney. She felt that both residents would be beneficial to the Committee with their time, interest, and enthusiasm.

Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously to appoint Debra Carney and Susan Berger as Alternate I and Alternate II to the Historic Preservation Committee.

RECREATION COMMITTEE

1) Report from the Chair:

Pete Fick, Chair of the Recreation Committee, was present at this time. He said that he was really enthused this year, and he is "working with six outstanding volunteers, Mike and Amy Atzert, Chris Kellogg, Sandra Gensini, Thyra Zengel, and Erica Johanson." He stated that Mr. Mathews knew this well, adding, "Maria Prendamano keeps things going." He mentioned many activities with people in the organizations covering them. Mr. Fick recently met with the Mayor, the Administrator, and the School Superintendent about using the soccer fields at the school. The Committee is also working on the egg hunt; involved with baseball and softball use of the field; starting an adult basketball program; planning on holding a volleyball program at Clawson Park (similar to last year's program); recently held their 25th annual tree lighting ceremony; and looking into holding a movie night. On a question about a field hockey program, Mr. Fick said it is run separately, not through the Recreation Committee.

2) US Sports Group 2015 Camp and Program Agreement: Mr. Fick explained that the Recreation Committee has already approved the program, but they were looking for Township Committee approval also. The registrants pay a fee for the outside camp, which uses the municipal fields. This is the same group that holds camps in Readington Township.

Mr. Matheny explained, as background information, that RFPs are needed for purchasing for concessions; however, there is an exception for seasonal recreation programs. He sought input from the Municipal Managers Group he participates in, and they are familiar with this type of camp. The company signs up and collects fees for the enrollees, providing the Township with \$10 per participant. The Township Committee only needs to approve the program.

Mr. Mathews asked about investigating the staff since they will be interacting with children. He was told that the staff is vetted, and management will tell the Township names of the instructors.

Some discussion took place on the collection of the \$10 fee per registrant with Mr. Mathews suggesting setting up a scholarship fund for children who may not be able to afford the camp. Mr. Matheny advised that the money would go into the Recreation Trust Fund, which was set up when fees were initiated for Summer Playground. The trust offsets costs for the summer playground program. Ms. Pasqua was unfamiliar with the ability to offer scholarships through the trust fund, where the money would be placed.

On a question from the Clerk on whether the camps held at Clawson Park would be considered “organized sports,” Mr. Cushing did not see this as an issue.

Motion by Mr. Miller, seconded by Mr. Van Horn, and carried unanimously to approve the use of the fields by US Sport Group for their 2015 camps, as described in their proposal, charging the full fee and having the Township’s portion placed into the Recreation Trust Fund.

Mr. Mathews commended Mr. Fick “on the great work you are doing.” He spoke of a deteriorating committee when he first started attending meetings, “and building it with true representation ... and ... doing a great job!” Mr. Fick commended the “nice group of people working on committee.”

ENVIRONMENTAL COMMISSION

1) Email from Ron O’Reilly Declining Appointment: The Clerk referenced her email to the Committee regarding Mr. O’Reilly declining appointment to the Environmental Commission since he would not be able to attend the meetings. This still leaves one alternate seat open on the Commission.

ADDITIONAL 2015 APPOINTMENTS

While mentioned at a previous meeting, members of the ad hoc committee on the library were not officially appointed. Motion by Mr. Van Horn, seconded by Mr. Miller, and carried to set the ad hoc committee members as follows: Dart Sageser; Tim Mathews; Don Reilly; Dick Ginman.

David Lisowski submitted a Citizen’s Leadership Form to participate on the Clawson Park Advisory Committee. Mr. Van Horn explained that Mr. Lisowski has been attending meetings as a member of the public. Mr. Lisowski spends a lot of time at the park, including walking the trails, and the members of the Advisory Committee believed that it would be appropriate to appoint him as a member. One project that he is working on is building a lost and found box in the park where people can place items. Additionally, the Committee is thinking about setting up a container with “dog waste” bags for residents to use to pick up after their animals. Right now there is quite an accumulation of waste throughout the park. The cost for the container and bags is about \$300, and funds will come out of the Open Space Trust Fund.

Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously to appoint David Lisowski to the Clawson Park Advisory Committee.

APPROVAL OF MINUTES

January 7, 2015, Reorganization Minutes were approved on a motion by Deputy Mayor Sageser, seconded by Mr. Miller, and carried with two corrections on page one: Under Nominations for

Mayor, the vote was not unanimous with Mr. Mathews voting no; and under Nominations for Deputy Mayor, change the second "Mr. Miller" to "Mr. Mathews."

January 7, 2015, Regular Minutes were approved on a motion by Deputy Mayor Sageser, seconded by Mr. Van Horn, and carried unanimously with Mr. Mathews pointing out that on page 10, under Resolution 22-15, point 3, the shared service with Hunterdon County "should" rather than "may" be considered.

January 7, 2015, Executive Minutes (Personnel-Zoning Officer, Attorney Advice) were approved on a motion by Deputy Mayor Sageser, seconded by Mr. Van Horn, and carried unanimously.

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

Frances Gavigan, 123 Wertsville Road, commended the Clerk for doing a yeoman's job in the absence of the Deputy Clerk, referencing an ordinance for comp time and hoping that the governing body "would do the right thing" in compensation. She hoped that [Deputy Clerk] Pam Dymek will get well and be back in the office soon.

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

SPECIAL DISCUSSIONS

PRESENTATION BY JOHN ANDERSON, AREA MANAGER, JERSEY CENTRAL POWER AND LIGHT (JCP&L)

Mr. Anderson was present tonight to give an update on the reliability items at JCP&L. He provided specifics about the expansion of the Rocktown substation, explaining how the power comes in to three substations, East Flemington, Glen Gardner, and Gilboa, with the East Flemington substation powering East Amwell. He explained that the main power comes through at 230,000 kw, goes to the substations at 34,500 volts, then to distribution poles. He explained that the Rocktown substation, just outside Lambertville in West Amwell, is now being constructed with the transformer already in place. This is a new power source, with power usually going north to south, and this station now allowing south to north travel for more flexibility. The intent is to energize the substation by May 1, and this new substation should be a major improvement in the grid for more reliability in the area.

Mr. Anderson spoke about a planned outage in part of the substation, going south to Rocktown to the Moore substation, including the Mercer County Correction Center, Trap Rock, and more feeds in West Amwell and Hopewell. There was a notification of those in the area that would have been affected. There were no areas in East Amwell that would have been affected, but Committee members indicated that there was a resident on Rileyville Road who was notified of the potential outage. Mr. Anderson said that there may have been a coding issue. Mr. Mathews asked if the outage may have been broader than the effective area, and Mr. Anderson suggested talking about this off-line. He concluded that there was a lot of miscommunication and misinformation, and in the end, the outage was postponed.

Mr. Van Horn was concerned about an outage set from mid-night to five a.m. in winter. Mr. Anderson explained that this was discussed in detail with the planning team, with a critical path to energize the substation by the spring. The thought was that the outage earmarked for the middle of the night would provide the least disruption when people were sleeping. While notified for an outage of five hours, it was thought that the work would really have been completed in two hours. The outage was postponed because of the cold snap, but he reiterated the intent to get the substation up to speed in the spring and there are timing issues, so they did not want to delay the outage. Had it proceeded, the thought was that people would have gone to sleep with power and awoken to power. Mr. Van Horn said that he had a different point of view. Mr. Anderson said that the team is now looking at ways to proceed without an outage.

Mr. Anderson spoke about some reliability work out of the Gilboa Station, which covers the extreme western portion of the county, including parts of Boss Road. He mentioned line

clearance efforts on-going in the area stating that the vegetation management will provide good quality line clearance and reliability. Mr. Van Horn commended JCP&L on notification of residents about the trimming. Mr. Anderson thanked the Mayor for posting information about the trimming on the website; he further stated that there has been little resistance to the tree management, the tree service representatives are willing to make alterations when they can, and their intent is "keeping people happy and keeping lines cleared for greater reliability."

The NJ DEP permit for vegetative and structural maintenance was mentioned (added as correspondence to this evening's agenda). Mr. Anderson explained that the electric grid crosses a vast stretch, and it is necessary to acquire NJ DEP permits for cross-country work through wetlands. This permit is sought every five years, i.e., a statewide permit to keep the electric company in compliance with NJ DEP.

Deputy Mayor Sageser offered his appreciation for the efforts by JCP&L in preparation for the impending storm a couple of weeks ago. Mr. Anderson provided details of calling in assistance from as far as Maryland for the impending blizzard and the forecast for another ice storm coming up, adding, "You cannot afford not to be prepared." Mr. Mathews commented on an outage that he discussed with Mr. Anderson; Mr. Anderson provided information on a crimped wire near the East Flemington substation that was being investigated. Mayor Wang-Iverson asked about the Rocktown substation and whether a similar problem will occur in the future; Mr. Anderson provided details, adding that rerouting power was a previous problem and it would depend on the reconfiguration to determine future power issues.

Mr. Anderson agreed that he would come to quarterly meetings. Mr. Mathews felt that this would be informative, and if this occurs, perhaps the ad hoc committee to discuss power issues would not have to meet. Committee members thanked Mr. Anderson for his update this evening.

CONSENT AGENDA ITEMS

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RESOLUTION #27-15

BE IT RESOLVED by the Township Committee of the Township of East Amwell that they hereby support the fund-raising efforts of the East Amwell Township School PTO, 43 Wertsville Road, Ringoes, NJ 08551; and

WHEREAS, the PTO has made application to hold an off premises 50/50 raffle on May 22, 2015, at 3:00 p.m. at the East Amwell Township School, 43 Wertsville Road, Ringoes, NJ 08551;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of East Amwell, that raffle license number #RL-15-01 be approved and processed for the PTO.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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RESOLUTION #28-15

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Township Committee of the Township of East Amwell, County of Hunterdon, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Township Committee further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Township Committee has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Hunterdon;

NOW, THEREFORE, BE IT RESOLVED by the Township of East Amwell, County of Hunterdon, State of New Jersey hereby recognizes the following:

1. The Township Committee does hereby authorize submission of a strategic plan for the Central Hunterdon Municipal Alliance grant for fiscal year 2016 in the amount of:

DEDR	\$ 31,844.00
Cash Match	\$ 7,961.00
In-Kind	\$ 23,883.00

2. The Township Committee acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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RESOLUTION #29-15

BE IT RESOLVED by the Township Committee of the Township of East Amwell that they hereby amend Resolution #21-15, the 2015 Benefits Resolution, to increase mileage reimbursement from 57 cents to 57.5 cents per mile.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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Motion by Deputy Mayor Sageser, seconded by Mr. Mathews, and carried unanimously to approve the consent agenda items.

INTRODUCTION OR ORDINANCES/PUBLIC HEARINGS

Public Hearing:

ORDINANCE 15-01 2015 MUNICIPAL BUDGET LIMITS AND TO ESTABLISH A CAP BANK PURSUANT TO N.J.S.A. 40A: 4-45.14 (CAP ORDINANCE)

As proof of publication, the Clerk provided the legal notice from the January 15, 2015, issue of the Hunterdon County Democrat. The ordinance has been posted and available to the public since introduction on January 7, 2015.

The meeting was open to the public for comments. There being no comments, Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously to close to the public.

Motion by Deputy Mayor Sageser, seconded by Mr. Van Horn, and carried unanimously by roll call vote to adopt Ordinance 15-01: Mr. Van Horn, yes; Mr. Miller, yes; Mr. Sageser, yes; Mr. Mathews, yes; Mr. Wang-Iverson, yes.

Introduction of Ordinances:

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RESOLUTION #30-15
TEMPORARY CAPITAL BUDGET RESOLUTION

WHEREAS, the Township of East Amwell desires to constitute a 2015 Temporary Capital Budget of said municipality.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of East Amwell as follows:

SECTION 1. A 2015 Temporary Capital Budget of the Township of East Amwell is hereby constituted by the adoption of the following schedule:

PROJECTS SCHEDULED FOR 2015

<u>Project</u>	<u>Estimated Costs</u>	<u>Method of Financing</u>		
		<u>Capital Improvement Fund</u>	<u>Other Funds</u>	<u>Debt Authorized</u>
Acq. of a DPW Dump Truck	140,000.00	7,000.00		133,000.00

SECTION 2. The Clerk be and is authorized and directed to file a certified copy of this resolution with the Division of Local Government Services, Department of Community Affairs, State of New Jersey, within three days after the adoption of these projects for the 2015 Temporary Capital Budget, to be included in the 2015 Permanent Capital Budget as adopted.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously by roll call vote: Mr. Van Horn, yes; Mr. Miller, yes; Mr. Sageser, yes; Mr. Mathews, yes; Mr. Wang-Iverson, yes.

RESOLUTION FOR PERMANENT DEBT

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RESOLUTION #31-15

EAST AMWELL TOWNSHIP
Temporary Appropriation Resolution for Permanent Debt

PROVISION UNDER N.J.S.A. 40A:4-19 TO APPROPRIATE THE TEMPORARY AMOUNT OF \$538,058.73 TO FUND THE PERMANENT DEBT SERVICE REQUIREMENTS OF THE TOWNSHIP OF EAST AMWELL, COUNTY OF HUNTERDON, STATE OF NEW JERSEY, THROUGH THE DATE OF ADOPTION OF THE 2015 BUDGET

Whereas, N.J.S.A. 40A:4-19 provides authority for appropriating in a temporary resolution the permanent debt service requirements for the coming fiscal year providing that such

resolution is not made earlier than December 20 of the year preceding the beginning of the fiscal year; and

Whereas, the date of this resolution is subsequent to December 19, 2014; and

Whereas, principal and interest will be due on various dates from January 1, 2015 to December 31, 2015, inclusive, on sundry bonds issued and outstanding;

NOW, THEREFORE, BE IT RESOLVED that the following appropriations be and to cover the period from January 1, 2015 to December 31, 2015, inclusive:

DEBT SERVICE – TOWNSHIP OF EAST AMWELL, HUNTERDON COUNTY, NJ

Principal Payment of Bonds	\$395,000.00
Interest Payment on Bonds	57,043.75
Principal Payment of Bond Anticipation Notes	40,000.00
Interest Payment on Notes	11,175.00
Green Trust Loan Payments	<u>34,839.98</u>
TOTAL DEBT SERVICE	\$538,058.73

By Order of the Township Committee,

David Wang-Iverson, Mayor

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Ms. Pasqua explained that it was a companion piece to the regular temporary budget since there isn't enough money in the temporary budget to pay debt service.

Motion by Deputy Mayor Sageser, seconded by Mr. Mathews, and carried unanimously to approve the resolution: Mr. Van Horn, yes; Mr. Miller, yes; Mr. Sageser, yes; Mr. Mathews, yes; Mr. Wang-Iverson, yes.

ORDINANCE 15-02:

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ORDINANCE 15-02: BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF NEW AND ADDITIONAL VEHICULAR EQUIPMENT BY THE TOWNSHIP OF EAST AMWELL, IN THE COUNTY OF HUNTERDON, NEW JERSEY, APPROPRIATING \$140,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$133,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING SUCH APPROPRIATION.
(As Attached to this set of minutes)

By Order of the Township Committee,

David Wang-Iverson, Mayor

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Motion by Mr. Van Horn and seconded by Deputy Mayor Sageser to introduce Ordinance 15-02.

It was noted that \$7,000 as down payment would come from the capital fund; Mayor Wang-Iverson said that the ordinance needed to be done immediately so that the amount can be tied into a note to be purchased in May.

Mr. Mathews asked about the type of truck; Mr. Matheny said was a single axel truck and the oldest one in the fleet. It was to be replaced in 2008, but purchase was put off and the truck re-welded and repaired since then. The truck is in need of repair at quite an expense, and it was a

better option to buy a new one now. Mr. Mathews asked if the truck would be salvaged or kept; Mr. Matheny said that options would be kept open, including the possibility of selling on Muncibid or auction. Mr. Matheny continued by saying the truck is on state contract but there are additional items that may be purchased. The truck won't be available until August.

Motion to approve introduction of Ordinance 15-02 was carried by unanimous roll call vote: Mr. Van Horn, yes; Mr. Mathews, yes; Mr. Sageser, yes; Mr. Mathews, yes; Mr. Wang-Iverson, yes.

The ordinance will be published in the February 19, 2015, issue of the Hunterdon County Democrat, and the public hearing is set for March 12, 2015, at 7:30 p.m. at the regular Township Committee meeting.

ORDINANCE 15-03:

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**TOWNSHIP OF EAST AMWELL
ORDINANCE 15-03**

AN ORDINANCE TO PROVIDE FOR THE PURCHASE OF TWO SOLAR POWER RADAR SIGNS WITH ACCESSORIES AND DATA COLLECTION SOFTWARE LICENSES AS GENERAL IMPROVEMENTS FOR THE TOWNSHIP OF EAST AMWELL, IN THE COUNTY OF HUNTERDON, NEW JERSEY AND APPROPRIATING \$8,000.00 FROM THE CAPITAL SURPLUS FUND.

BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF EAST AMWELL IN THE COUNTY OF HUNTERDON, NEW JERSEY, as follows:

Section 1 The improvement described in Section 2 of this ordinance is hereby authorized as general improvements to be made or acquired by the Township of East Amwell, New Jersey. For the said improvements or purposes described in Section 2, there is hereby appropriated the sum of \$8,000.00 said sum being inclusive of all appropriations heretofore made therefore.

Section 2 The Township of East Amwell is hereby authorized to provide funding for the purchase of two solar power radar signs with accessories and data collection software licenses for both signs to monitor speed on roads within the Township of East Amwell.

Section 3 It is hereby determined and stated that the undertaking of the aforesaid work, acquisition or improvements is not a current expense of the Township of East Amwell, but rather a capital expense and the East Amwell Township's estimated cost of said work, acquisition or improvement is \$8,000.00.

Section 4 The sum of \$8,000.00 is hereby appropriated for said purpose. The funding is provided by appropriating \$8,000.00 from the Capital Surplus Fund of the Township of East Amwell for said purpose as required by law and now available therefore in one or more previously adopted budgets.

Section 5 No debt of any kind is authorized for this undertaking.

Section 6. This ordinance shall take effect immediately upon adoption according to law.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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

Introduced: February 12, 2015

Adopted:

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Motion by Mr. Miller and seconded by Mr. Van Horn to introduce Ordinance 15-03.

Mr. Mathews wanted to discuss the purchase as part of the budget discussions. Mayor Wang-Iverson explained that the funds for purchase would come from the capital surplus fund and

would not impact the property taxes being discussed during budget meetings. Mr. Mathews said that he would retract his comment.

Mayor Wang-Iverson said that this was part of the village study discussions and mentioned at the last meeting. Mr. Mathews again commented that he would be approving as long as it had no impact on the budget. The Mayor said that discussions on the operating budget would have to wait, and this was a capital ordinance, not a bond.

Mr. Matheny mentioned that he is working with HART to have a loaner in place for thirty days.

The motion to introduce Ordinance 15-03 was carried by unanimous favorable vote.

The ordinance will be published in the February 19, 2015, issue of the Hunterdon County Democrat, and the public hearing is set for March 12, 2015, at 7:30 p.m. at the regular Township Committee meeting.

ORDINANCE 15-04: ORDINANCE ADDING A CHAPTER ENTITLED "BUILDINGS, UNSAFE AND UNFIT, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF EAST AMWELL, COUNTY OF HUNTERDON, AND THE STATE OF NEW JERSEY

Comments from the governing body were sent to Mr. Cushing, and there was an updated ordinance prepared along with a synopsis from Attorney St. Angelo. Mr. Cushing commented favorably on the input from the governing body.

Deputy Mayor Sageser felt that the attorneys did a good job pulling it together and found the synopsis clear, explaining that the Township would be applying the building code, whichever version is in existence at a given time.

Mr. Mathews thought that the intent was to enforce properties at risk, such as a burned out building on Route 31; he asked if the house was boarded up, what would happen if there was more risk if kids couldn't get out after it was boarded up. Mr. Cushing explained that the boarding up process could take place even without the ordinance. If the Construction Official sees a risk to the public, he has a moral and legal obligation to protect the public anyway. The ordinance allows, using the authority of the Uniform Construction Code, to have the Township apply a lien so that the Township doesn't have to sue an owner. The Township has the same legal responsibility to secure the building, ordinance or not. Additionally, the Township has to vote on the process, e.g., secure a building or demolish. He explained an incident in Lebanon Township where there was a risk that an old building would fall onto Route 31, and he provided anecdotal information.

Mr. Mathews asked about the subordination of the lien; Mr. Cushing said that the tax lien takes precedence over banks. Mr. Mathews asked about township procedures under section 5C on page 3, "The Mayor and Committee by Resolution and in accordance with Township procedures, may direct such conditions to be mitigated...." Mr. Cushing said that there were certain bidding laws and municipal laws. Mr. Mathews asked about standard operating procedures to document the situation; Mr. Cushing said no.

Mr. Mathews asked if the Township Committee chose to act and money was needed, how would the ordinance be funded. Mayor Wang-Iverson said that there would be a line item in the budget. Mr. Cushing said that money could be found in the budget or if a situation was "terrible," the Township could do an emergency appropriation. He reminded the Township Committee that if a situation existed and the Construction Official took action now, this would still have to be funded, i.e., the ordinance does not change the financial challenges with these situations. The Mayor said that he spoke with CFO Pasqua about putting a line item in the budget for these situations. Deputy Mayor Sageser said that there are properties that come to mind now, and comments were exchanged whether the taxes were being paid on them.

Mayor Wang-Iverson asked if the tax liens show up on a tax bill; Mr. Cushing said yes, and they could be sold at tax sale in a specific time frame.

Mr. Mathews appreciated the staff providing input, adding that he didn't like the municipality going onto private property doing work and he was unclear of consequences.

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TOWNSHIP OF EAST AMWELL
HUNTERDON COUNTY, NEW JERSEY
ORDINANCE # 15-04

ORDINANCE ADDING A CHAPTER ENTITLED "BUILDINGS, UNSAFE AND UNFIT, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF EAST AMWELL, COUNTY OF HUNTERDON, AND THE STATE OF NEW JERSEY

WHEREAS, periodically property owners have abandoned their property or have permitted their property to become structurally or functionally compromised, which affects the health, safety and welfare of residents and visitors of the Township; and

WHEREAS, pursuant to N.J.S.A. 40:48-2.5, the governing body is authorized to introduce an ordinance for the remediation, repair, securing, or demolition of unsafe buildings unfit for human usage, habitation, or occupancy; and

WHEREAS, Mayor and Committee of the Township of East Amwell has determined that it is in the best interest of the Township to regulate buildings that are unsafe and unfit for human habitation, occupancy, and usage within the Township.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Committee of the Township of East Amwell, the County of Hunterdon, that Chapter ___ entitled "Buildings, Unsafe and Unfit" of the Code of the Township of East Amwell ("Code") is hereby added as follows:

SECTION 1. A Chapter of the Code of the Township of East Amwell entitled "Unsafe Structures, is hereby added as follows:

§ ___-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BUILDING

The same definition as is set forth in N.J.S.A. 40:48-2.4 for said term.

MAYOR AND COMMITTEE

Shall mean the Mayor and Committee of the Township of East Amwell; however, no reference to the "Mayor and Committee" shall be construed as to confer any additional powers on the Mayor other than those conferred on him/her as a member of the Committee.

OWNER

The same definition as is set forth in N.J.S.A. 40:48-2.4 for said term.

PARTIES IN INTEREST

The same definition as is set forth in N.J.S.A. 40:48-2.4 for said term.

§ ___-2. Enforcement and administration.

A. The Construction Code Official, the Mayor and Committee, and the Township Administrator are hereby designated as the officers to exercise the powers prescribed by this Chapter and as pertaining to the New Jersey adopted International Building Code (IBC) requirements and shall serve in their respective capacities without any additional salary. The Construction Code Official shall have exclusive jurisdiction with respect to the interpretation and application of the Uniform Construction Code.

B. The Mayor and Committee, as an agency of the Township or its designee, are authorized to administer this Chapter, and the words "administrative authority" as used in this Chapter shall refer to the Mayor and Committee of the Township of East Amwell.

§ ___-3. Determination of unsafety and unfitness.

For the purpose of this Chapter, the Construction Code Official may determine that a building is unsafe and unfit for human habitation, occupancy or use if the Construction Code Official finds that conditions exist therein which are non-compliant with applicable Construction Codes and present a potential hazard to the health or safety of occupants or users of such building, the occupants or users of neighboring buildings or other residents or visitors of the Township. Such conditions may include the following, without limiting the generality of the foregoing: defects therein posing an unreasonable risk of fire, accident or other calamities to the occupants or users of such building; lack of adequate ventilation, heat, light or sanitary facilities; dilapidation; disrepair; structural defects; noncompliance with New Jersey State Housing Code.

§ ___-4. Complaints.

Whenever a petition is filed with the Construction Code Official by a public authority as defined in N.J.S.A. 40:48-2.4 or by at least five residents of the Township, charging that any building is unsafe and unfit for human habitation, occupancy or use, or whenever it appears to the Construction Code Official (on his own motion) that any building is unsafe and unfit for human habitation, occupancy or use, he shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest in such building a complaint stating the charges in that respect and containing a notice that a hearing shall be held before the Construction Code Official or his/her designated agent at a place therein fixed not less than seven (7) days nor more than thirty (30) days after the serving of the complaint. At the request of the Construction Code Official, and with the permission of the Mayor and Committee, the Township Attorney and Township Administrator may attend such hearing to provide legal advice on behalf of the Township. The owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person or otherwise and give testimony at the time and place fixed in the complaint. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings pursuant to this Chapter.

§ ___-5. Order to abate or demolish.

A. If after notice and hearing, as provided above, the Construction Code Official determines that the building under consideration is unsafe and unfit for human habitation, occupancy or use; it shall state in writing the findings of fact in support of such determination, state which conditions render the building unsafe and unfit, and shall issue and cause to be served upon the owner thereof and parties in interest an order:

i. Requiring the repair, alteration, or mitigation of conditions identified by the Construction Code Official that make said building unsafe and unfit for human habitation, occupancy, or usage to be made by the owner within a reasonable time, which shall be set forth in the order, or, at the option of the owner, to vacate or have the building vacated and secured against further entry within the time set forth in the order.

ii. If the building is in such condition as to make it dangerous to the health and safety of persons on or near the premises and the owner fails to repair, alter or mitigate the identified conditions within the time specified in the order, the owner shall remove or demolish the building within a reasonable time as specified in the order of removal.

B. The Construction Code Official or his/her designee shall monitor the progress of compliance with an order issued pursuant to this ordinance; and, if the owner fails to comply with an order to repair, alter or mitigate the identified conditions, or, at the option of the owner, to vacate and secure the building against unauthorized entry, or to remove or demolish the building; the Construction Code Official shall post on the main entrance of any building so secured a placard with the following words: "This building is unsafe and unfit for human

habitation or occupancy or use; the use or occupation of this building is prohibited and unlawful."

C. If the owner fails to comply with an order to mitigate certain conditions, remove or demolish the building, the Mayor and Committee by Resolution and in accordance with Township procedures, may direct such conditions to be mitigated, or the building to be removed or demolished or may contract for the mitigation of certain conditions, or removal or demolition of the building after advertisement for and receipt of bids therefor.

D. If the unsafe and unfit conditions are mitigated, or the building is removed or demolished by order of the Mayor and Committee, issued pursuant to a resolution of the Township Committee, the salvage materials of such building may be sold. There shall be credited against the cost of mitigation, removal or demolition thereof, including the clearance and, if necessary, leveling of the site, the proceeds of any sale of such materials or any sum derived from any contract for the mitigation of certain conditions, removal or demolition of the building. If there are no such credits, or if the sum total of such costs exceeds the total of such credits, a detailed statement of the aforesaid costs and the amount so due shall be filed with the Municipal Tax Assessor or other custodian of the records of tax liens and a copy thereof shall be forthwith forwarded to the owner by certified mail. If the total of the credits exceeds such costs, the balance remaining shall be deposited in the Superior Court, shall be secured in such manner as may be directed by such Court and shall be disbursed according to the order or judgment of the Court to the persons found to be entitled thereto by final order or judgment of such Court, provided that nothing in this section shall be construed to impair or limit in any way the power of the Township to define and declare nuisances, safety threats and to cause their mitigation, removal or abatement, by summary proceedings or otherwise. Any owner or party in interest may, within 30 days from the date of the filing of the lien certificate, proceed in a summary manner in the Superior Court to contest the reasonableness of the amount of the accuracy of the costs set forth in the municipal lien certificate.

§ ___-6. Costs to become a lien.

The following costs shall become a municipal lien against the real property upon which such cost was incurred:

A. The cost of the filing of legal papers, expert witness fees, search fees, advertising charges, and other administrative costs incurred in the course of any proceeding taken under this Chapter determined in favor of the Township; and

B. The cost of such repairs or alterations needed to mitigate the conditions identified hereunder or of vacating and securing or removal or demolition, if any, or the amount of the balance thereof remaining after deduction of the sum, if any, realized from the sale of materials derived from such building or from any contract for removal or demolition thereof.

§ ___-7. Service of complaints or orders.

Complaints or orders issued by the Construction Code Official or the Mayor and Committee pursuant to this Chapter shall be served upon persons either personally or by certified mail, but if the whereabouts of such persons is unknown and cannot be ascertained by the Construction Code Official or Mayor and Committee in the exercise of reasonable diligence, and the Construction Code Official or Mayor and Committee makes an affidavit to that effect, then the serving of the complaint or order upon such persons may be made by publishing it once in the Township's designated notification newspaper (s). A copy of the complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order and copy shall be recorded or lodged for record with the Hunterdon County recording officer.

§ ___-8. Powers of Construction Code Official, Mayor and Committee, and Township Administrator.

In accordance with applicable law, the Construction Code Official, Mayor and Committee, and Township Administrator are authorized and empowered to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this Chapter, including the following, in addition to others herein granted:

A. Based upon complaint or observation, the Construction Code Official is authorized and empowered to investigate the dwelling conditions or use of structures in the Township in order to determine fitness and safeness for human habitation or use.

B. The Construction Code Official or his designee are authorized and empowered to administer oaths, affirmations, examine witnesses and receive evidence.

C. The Construction Code Official is authorized and empowered to enter upon premises for the purpose of making examination, provided that entry is made upon reasonable notice to the owner and in such manner as to cause the least possible inconvenience to the persons in possession and entry is lawful.

D. The Construction Code Official and Mayor and Committee, or their delegates are authorized and empowered to appoint and fix the duties of such officers, agents and employees as they deem necessary to carry out the purposes of this Chapter.

§__-9. Demolition permit required.

The owner of any building located within the limits of the Township who desires to demolish it pursuant to an order issued under this Chapter shall first obtain a permit for that purpose from the Construction Code Official and pay a fee as provided for in Chapter 83, Fees, for each building or structure to be demolished. The fee shall be paid prior to the issuance of any such permit.

SECTION 2. All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. This Ordinance shall take effect upon final passage and publication according to law.

By Order of the Township Committee,

David Wang-Iverson, Mayor

Attest:

Teresa R. Stahl, RMC/CMC
Municipal Clerk

Introduced: February 12, 2015

Adopted:

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Motion by Mr. Mathews, seconded by Mr. Van Horn, and carried unanimously to introduce Ordinance 15-03.

The ordinance will be published in the February 19, 2015, issue of the Hunterdon County Democrat, and the public hearing is set for March 12, 2015, at 7:30 p.m. at the regular Township Committee meeting.

SPECIAL COMMITTEE REPORTS – None

Author
Deleted: -

UNFINISHED BUSINESS

TOWNSHIP ADMINISTRATOR’S UPDATE

1) End of Probationary Period for Maria Prendamano as Recycling Coordinator and Environmental Commission Secretary on 1-15-15: Mr. Matheny commented favorably on Ms. Prendamano’s performance, recognizing her great efforts. Mr. Mathews quipped about her ability to find pre-filled, economical Easter eggs. Motion by Mr. Van Horn, seconded by Mr. Mathews, and carried unanimously to change Ms. Prendamano’s status for these two boards to a permanent employee.

2) Obtaining Diesel Fuel through Hunterdon County Cooperative: Mr. Matheny explained that at some point Hess will be closed for renovations, and there is an opportunity to work with the County with refueling done at the garage in Mount Airy and on Route 12. The County bids the fuel, and costs are different for each load, based on port costs. The Township would pay for fuel, along with a fee for permit fees. There would be fobs for all vehicles, along with ID cards for employees. Fobs cost \$8 a piece and IDs are \$94.00. Fuel costs are pretty close to what the Township pays now. Further comments were exchanged, with no action being required by the governing body. Mr. Matheny commented on this being another option, particularly with the potential to have Hess closed for renovations in the future. Some remarks about bill payment and lack of access to Hess fuel were exchanged.

3) Meeting with Volunteers: Mr. Matheny will be scheduling a training for committees, volunteers, and staff, including showing a PowerPoint on Township responsibilities, including budgeting and purchasing (with input from CFO Pasqua). Mayor Wang-Iverson said that this would take place before the end of the month. It is hoped that secretaries, chairs, and other volunteers will attend.

PROFESSIONAL SERVICES AWARD: PRINCETON HYDRO FOR MANAGEMENT OF 319(H) GRANT

This item had been previously tabled since further information was required. A copy of the milestones in the grant application was provided along with the contract from Princeton Hydro, showing the tasks for which payment would be received. Mr. Mathews commented on a portion of the contract regarding Princeton Hydro’s retention of work product; Deputy Mayor Sageser explained that this was industry standard, i.e., the service was performed by the company, they assumed liability, etc. Copies of all materials would be provided to the Township. Mr. Cushing further explained that Princeton Hydro would be the project expeditor, serving the Township and overseeing the contractor’s work. Additionally, the bid documents may be prepared by Princeton Hydro, but the Township will award the bid for the work.

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RESOLUTION #32-15

WHEREAS the Township of East Amwell has a need to acquire professional services associated with a 319(h) grant, as non-fair and open contracts pursuant to the provisions of N.J.S.A. 19:44A-20.4/20.5 and 40A: 11-5(1)(a);

WHEREAS, the anticipated term of these contracts is one year (and may be extended as approved by this governing body); and

WHEREAS, each of the agency has completed and submitted a Business Entity Disclosure Certification which certified that they have not made any reportable contributions to a political or candidate committee in the Township of East Amwell in the previous one year, and that the contract will prohibit the agency from making any reportable contributions through the term of the contract; and

WHEREAS sufficient funds are available in the 2015 Temporary Budget and will be made available in the 2015 Municipal Budget for the Township of East Amwell (as required in

N.J.A.C. 5:30-5.4).

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of East Amwell, County of Hunterdon, State of New Jersey, as follows:

The Mayor and Township Clerk are hereby authorized and directed to execute a contract as follows, with the contract available for public inspection in the municipal building during business hours:

Princeton Hydro, LLC
PO Box 720
1108 Old York Road
Ringoos, NJ 08551

\$120,000 – Professional Consulting Services for
Implementation of the NJDEP 319(H) Grant
Targeted Stormwater Management in the Back Brook
Headwaters of the Sourlands

By Order of the Township Committee,

David Wang-Iverson, Mayor

+++++
Motion by Mr. Van Horn and seconded by Deputy Mayor Sageser to approve the resolution.

Mr. Mathews asked about the Office Manager at Princeton Hydro who served on the Planning Board until the end of last year, i.e., was there a conflict by her serving why the contract was being drafted. Mr. Cushing was told that this resident served as an alternate on the Planning Board. It was also noted that the Planning Board had never reviewed the contract, i.e., it was under the Township Committee’s review at all times. Mr. Cushing saw no issues.

The motion on the floor to approve the professional services resolution was carried unanimously.

FOLLOW UP ON TRAFFIC ACCIDENT – 10/14 REQUEST FROM CAROL MCGEE TO CHECK WITH RESCUE SQUAD

Mr. Cushing looked into the regulations pertaining to blue lights. The Motor Vehicle laws call for the Commissioner to authorize these lights for fire and first aid, and the Mayor executes the application as CEO of the municipality. The drivers accept the responsibility but must follow the same laws as any other driver with regard to the safety of all persons, e.g., stop for lights, yield the right of way, etc. On the question of municipal liability, the process is that the Mayor approves the application, but the certification and qualifications are the responsibility of the chief of the organization, i.e., the Township cannot examine the qualifications of the individuals and has no oversight of the organizations.

Mayor Wang-Iverson asked if there was any supervisory role for the Township Committee; Mr. Cushing was advised that the fire company is an independent district, and upon this clarification, he said no, the Township has no oversight for either the rescue squad or fire company.

The Mayor will speak with Mrs. McGee regarding her concern, explaining that the issue was that a squad member ran a stop sign and hit the car with Mrs. McGee and her daughter in it. Mr. Cushing said that the resident could file with a judge.

NEW BUSINESS

Mayor Wang-Iverson said that the first three items under New Business were connected.

DISCUSSION ON TOWNSHIP COMMUNICATIONS WITHIN THE CONSTRAINTS OF THE OPEN PUBLIC MEETINGS ACT

AGENDA REVIEW MEETINGS – SUGGESTED DEADLINE FOR SUBMITTING AGENDA ITEMS

GOOGLE DRIVE ARCHIVING

Mayor Wang-Iverson said that he has spoken with Mr. Cushing on what type of communication could be sent out prior to a meeting and still be in compliance with OPMA. Some test emails were sent today.

Mr. Cushing said that there have been discussions about this in the past, adding that there is no bright line, and the issue is gray. As background, he explained that the Township Committee had no powers individually and must work as a body. He referred to the OPMA regulations on conducting meetings and the definition of a meeting, including what a meeting is not, e.g., informal, chance meetings, political meetings, etc. He further explained that emails, if business is discussed, could be construed as a violation of OPMA.

Mr. Cushing suggested some rules for email, such as giving reports to the Clerk for distribution to all, do not hit “reply all,” items could be added by the governing body for inclusion on an agenda, but be careful not to comment or discuss so that the public can hear deliberations; etc. Mr. Cushing referred to an email that Mayor Wang-Iverson sent regarding items to be discussed on tonight’s agenda (although there was no discussion within the email); he felt that the information provided was more than was necessary and should have been discussed at the open meeting. He will provide a critique to the Township Committee tomorrow.

Mayor Wang-Iverson said that he would like to have meetings with the Clerk, Administrator and Deputy Mayor a week prior to the meeting, and he would like to have items for the agenda by that time. He did not, at this time, want to change the meeting resolution that says materials should be submitted by the Monday before the meeting; however, he encouraged all governing body members to get their requests for items to the Clerk a week before the meeting so the agenda could be set at that time and not changed unless there were extenuating circumstances.

The Mayor also said that he was looking into Google Drive Archiving because materials in the Dropbox are removed after the meeting, and he was looking at a way to keep materials available to the governing body for a longer period of time. He outlined the costs to convert to Google Drive, which would provide unlimited storage. Mr. Matheny also talked with Mark Gould, who provides IT support to the Township; Mr. Gould felt that it was a good tool, particularly because the Township is on Google Mail already. He did add that security is good, but customer service is not. Mr. Mathews was in favor of the conversion, particularly since he cannot access Dropbox from his work computer and could use Google Drive from there. Mr. Mathews also suggested considering Google Hangouts for collaboration.

Mayor Wang-Iverson spoke about setting up a main folder for the year, i.e., 2015, with sub-folders for the monthly material, so that materials can be accessed for a longer period of time. A recommendation was also made that the Clerk maintain the official folder and add material to the folders rather than having individual members provide the information directly to the archive.

The Mayor will look further into this option and report back at the next meeting.

2015 LIAISONS

Mayor Wang-Iverson stated that all liaisons would remain the same as in 2014, except that he and the Deputy Mayor would change some of their responsibilities. (For the record, a copy of the final list is listed here.)

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T.C. Member	Personnel Liaison	Committee/Task Liaison
Peter Miller	Zoning Officer Court Administrator	OEM Fire Company Rescue Squad COAH
Tim Mathews	Tax Assessor Tax Collector	Recreation Committee Summer Playground Animal Control Recycling Committee Local Public Assistance
Charles Van Horn	Deputy Clerk Building/Construction Town Engineer	Senior Citizens East Amwell School Historic Preservation Board of Health Clawson Park
David Wang-Iverson	Treasurer/CFO Auditor Township Clerk	FOSPC Board of Adjustment Website/Facebook Page Agricultural Advisory
Dart Sageser	Township Attorney Township Administrator DPW	Municipal Building Planning Board WQMP Environmental Commission Storm Water Management

COMPLETE STREETS RESOLUTION

Mayor Wang-Iverson said that this material was just provided to the governing body today with a copy sent to the Attorney too. The Planner feels that it is advantageous to the Township to adopt the resolution to facilitate state involvement with traffic issues in the village. The Mayor asked the governing body to look it over and be ready to discuss at the next meeting. Deputy Mayor Sageser said that the resolution implies that streets would have to meet a certain level of repair, and he questioned whether the roads would lose their rural character, e.g., on Lindbergh or Linvale. Mayor Wang-Iverson referenced the words, “wherever feasible.”

SHARES SERVICES AGREEMENT WITH BOROUGH OF ALPHA FOR CHIEF FINANCIAL OFFICER SERVICES (Contract Discussed in Executive Session Prior to Action)

Mr. Matheny explained that the contract would be amended to prorate payment for 2015 beginning on the start day and adding FICA costs.

The contract was outlined for the public since it was discussed in executive session. The contract will provide CFO services to the Borough of Alpha with Ms. Pasqua serving the Borough 12 hours per week and working in East Amwell 26 hours. Alpha will contribute \$30,000 per year for services, prorated for 2015, and they will also pay 35% costs and training. Mr. Miller added that the salary would increase to \$77,000, with the current salary of \$65,000 increasing to that figure, but the key being that the Township’s fully loaded costs are reduced by \$25% with receipt of the \$30,000. Mr. Van Horn added that if Alpha drops out of the shared service, there is a Memorandum of Agreement with the CFO that her salary goes back to current salary and regular hours resume.

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RESOLUTION #33-15

BE IT RESOLVED by the Township Committee of the Township of East Amwell that they hereby authorize the Mayor and Clerk to sign a Shared Services Agreement with the Borough of Alpha, as attached to the official set of minutes, to provide a Chief Financial Officer.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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Motion by Mr. Van Horn and seconded by Deputy Mayor Sageser to approve the resolution.

Mr. Mathews asked for an update on the mitigation plan from the 2013 audit. Ms. Pasqua will be asked to prepare one for the next meeting. He was told that the Edmunds system was closed out for 2014 and opened for 2015. Ms. Pasqua is continuing her work on the general ledger for 2014.

The motion to approve the resolution for shared services was carried by unanimous vote: Mr. Van Horn, yes; Mr. Miller, yes; Mr. Sageser, yes; Mr. Mathews, yes; Mr. Wang-Iverson, yes.

OPEN TO THE PUBLIC

Frances Gavigan, 123 Wertsville Road, mentioned the County’s fob system for trucks, and mentioned “granularity” information in the amount of gas being used. She also mentioned the plans for Hess that included not allowing large trucks on site and police enforcement. She also commented on a financial situation with the cost of gas and getting more details on costs.

Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried to close to the public.

EXECUTIVE SESSION

The Committee agreed that there would not be a second executive session tonight with most business being discussed earlier in the evening.

Mr. Cushing left the meeting at 9:58 p.m.

Mr. Mathews asked about having a discussion on the use of snow fencing. Mr. Matheny explained that the DPW doesn’t have any snow fence although it used to be utilized. He further explained that it is hard to install, it’s unwieldy because of the length of fence, it is not cheap, and it is time consuming. Mr. Mathews felt that there were about 10 spots in the township that would benefit from the fencing. DPW Superintendent Silverthorn will be at the March meeting, and he will be asked to comment then.

ADMINISTRATIVE REPORTS

CFO PASQUA provided some resolutions.

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RESOLUTION # 34 - 15
RESOLUTION AUTHORIZING TRANSFER
OF APPROPRIATION RESERVES DURING FIRST THREE MONTHS
OF THE FISCAL YEAR

WHEREAS, N.J.S.A. 40A: 4-58 provides for appropriation reserve transfers during the first three (3) months of the following fiscal year, when it has been determined that additional funds may be necessary to pay for services or goods that had been received in the operations of the preceding year.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of East Amwell does hereby authorize the transfers among the Appropriation Reserves (Calendar Year 2014 Municipal Budget) as follow:

Transfer To:

4-01-21-180-228-003	Planning Board O/E	\$	500.00
4-01-20-130-299-000	Finance O/E		400.00
4-01-23-215-299-000	Workman's Comp O/E		2,500.00
4-01-27-345-299-000	Public Assistance O/E		50.00

Transfer From:

4-01-20-130-140-000	Finance S/W	\$	950.00
4-01-23-220-292-001	Health Benefits O/E		2,500.00
		\$	3,450.00
		\$	3,450.00

By Order of the Township Committee,

David Wang-Iverson, Mayor

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RESOLUTION #35-15

WHEREAS, NJSA 40A:4-58 permits appropriation transfers during the last two months of the current fiscal year between line items of the municipal budget; and

WHEREAS, it has been determined that certain line items are in excess of the sums needed and certain line items have insufficient funds to complete the operations of the fiscal year;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of East Amwell, County of Hunterdon, State of New Jersey, that the following sums be transferred as follows:

		Transfer to	Transfer from
4-01-21-180-228-003	Planning Board O/E	900.00	
4-01-20-130-299-000	Finance O/E	400.00	
4-01-23-215-299-000	Workman's Comp O/E	2,500.00	
4-01-27-345-299-000	Public Assistance O/E	50.00	
4-01-20-155-227-001	Legal Services O/E	3,500.00	
4-01-31-447-270-000	Heating Oil/Gas Utilities O/E	500.00	
4-01-21-190-299-000	Affordable Housing O/E	100.00	
4-01-20-130-140-000	Finance S/W		950.00
4-01-23-220-292-001	Health Benefits O/E		2,500.00
4-01-26-290-104-001	Street/Road Maintenance S/W		4,000.00
4-01-20-120-104-001	Clerk (OT) S/W		500.00
	Total	\$7,950.00	\$7,950.00

By Order of the Township Committee,

David Wang-Iverson, Mayor

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RESOLUTION #36-15

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
Karl and Joanne Kaeten	\$360.00
Mr. and Mrs. Michael Lyons	60.00
Michelle Murphy	60.00
Sylance Spence	360.00
Patricia Huizing	200.00

By Order of the Township Committee,

David Wang-Iverson, Mayor

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Motion by Mr. Van Horn, seconded by Mr. Miller, and carried unanimously to approve the resolutions.

Bills of the Evening were approved on a motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously.

TAX COLLECTOR HYLAND provided her monthly report and a refund resolution.

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RESOLUTION #37-15

WHEREAS there has been a redemption made for Tax Sale Certificate #201402, Block 8, LOT 14, 1109 Old York Road, sold on October 9th 2014 to US Bank Cust for Pro Cap 4 Firstrust and,

WHEREAS the amount of \$11,925.64 has been collected from the new owners, Daniel and Joanna Serlenga for the redemption of this Tax Sale Certificate #201402,

THEREFORE, BE IT RESOLVED that a check in the amount of \$11,925.64 be prepared and the Mayor, Treasurer and Clerk be authorized to sign this check and that it be mailed mailed to US Bank Cust for Pro Cap 4 Firstrust, and,

THEREFORE BE IT FURTHER RESOLVED, that the premium paid for Certificate 201402 of \$1,500.00 also be returned to US Bank Cust for Pro Cap 4 Firstrust, and that these checks be mailed to:

US Bank Cust for PC 4 Firstrust
50 South 16th Street – Suite 1950
Philadelphia PA 19102

By Order of the Township Committee,

David Wang-Iverson, Mayor

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Motion by Deputy Mayor Sageser, seconded by Mr. Mathews, and carried unanimously.

All other reports were noted for filing. Deputy Mayor Sageser spoke about the West Amwell Traffic Enforcement Report regarding discretionary tickets. Mr. Matheny explained that points are assessed for speeding, and it's the officer's discretion to provide another ticket without assessing points, e.g., seatbelt, talking on the phone, etc. Mr. Mathews asked about roving radar. Mr. Matheny explained that it's difficult to stop in certain areas, such as Lindbergh Road. The radar can be used as the vehicle is passing by and a ticket can be issued.

CORRESPONDENCE

Deputy Mayor Sageser spoke about a recent notice from the League of Municipalities about legislation that allows municipalities to use traffic calming devices on local roads. The Clerk will forward this information to all governing body members again. Some governing body members exchanged comments about being signed up for League updates as a very informative option.

ADJOURNMENT

There being no further business, motion by Mr. Van Horn, seconded by Mr. Miller, and carried unanimously to adjourn the meeting at 10:05 p.m.

Teresa R. Stahl, RMC/CMC
Municipal Clerk

ORDINANCE #15-02

BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF NEW AND ADDITIONAL VEHICULAR EQUIPMENT BY THE TOWNSHIP OF EAST AMWELL, IN THE COUNTY OF HUNTERDON, NEW JERSEY, APPROPRIATING \$140,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$133,000 BONDS OR NOTES OF THE TOWNSHIP FOR FINANCING SUCH APPROPRIATION.

BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF EAST AMWELL, IN THE COUNTY OF HUNTERDON, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:

Section 1. The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by The Township of East Amwell, in the County of Hunterdon, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$140,000, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$7,000 as the down payment for said improvement or purpose required by law and now available therefor by virtue of provision in a previously adopted budget or budgets of the Township for down payment or for capital improvement purposes.

Section 2. For the financing of said improvement or purpose and to meet the part of said \$140,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$133,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$133,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the acquisition by purchase of new and additional vehicular equipment for use by the Department of Public Works of the Township, including one (1) dump truck with snow plow and spreader, together with all appurtenances, equipment, attachments and accessories necessary therefor or incidental thereto, all as shown on and in accordance with the specifications therefor on file or to be filed in the office of the Township Clerk and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose is \$133,000.

(c) The estimated cost of said purpose is \$140,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of the said \$7,000 down payment for said purpose.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Township may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is five (5) years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Township Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in said Local Bond Law is increased by the

authorization of the bonds and notes provided for in this bond ordinance by \$133,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$10,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Township at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 6. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the

Township for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 7. The capital budget or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Township Clerk and are available for public inspection.

Section 8. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

By Order of the Township Committee,

David Wang-Iverson, Mayor

Attest: _____

Teresa R. Stahl, RMC/CMC

Introduced: February 12, 2015

Adopted:

**INTERLOCAL SERVICES AGREEMENT
FOR SERVICES OF A CHIEF FINANCIAL OFFICER
BETWEEN THE TOWNSHIP OF EAST AMWELL AND THE BOROUGH OF ALPHA**

THIS AGREEMENT is herewith made this 17th day of February 2015 by and between the TOWNSHIP OF EAST AMWELL, a municipal corporation of the State of New Jersey, with its municipal office located at 1070 Route 202/31, Ringoes, NJ, (hereinafter "EAST AMWELL") and the TOWNSHIP OF ALPHA, a municipal corporation of the State of New Jersey with its municipal office located at 1001 East Boulevard, Alpha, Warren County, New Jersey (08865) (hereinafter "ALPHA").

WITNESSETH:

WHEREAS, Alpha desires to contract with East Amwell for the furnishing of the services of Chief Finance Officer as required by N.J.S.A.40A:9-140.1 et seq. and as hereafter set forth.

WHEREAS, this Agreement is governed by the Uniform Shared Services and Consolidation Act, N.J.S.A.40A:65-1 et seq.

NOW, THEREFORE in consideration of the mutual promises, covenants and representations herein contained, the parties hereto, for themselves, their heirs, successors and assigns, hereby agree as follows:

I. SCOPE OF SERVICES

1. East Amwell shall provide the services of a licensed qualified Chief Financial Officer ("CFO") to Alpha under the terms and conditions as hereinafter set forth.
2. Alpha will designate the CFO of East Amwell, Margaret Pasqua, as the CFO/Treasurer of Alpha, (hereinafter the "CFO" or "CFO/Treasurer"). The CFO/Treasurer shall be responsible for the proper financial administration of Alpha, shall advise and assist

Alpha regarding compliance with statutes governing municipal finance and shall perform the duties of a CFO as required by applicable New Jersey laws and the duties of Treasurer as required by Alpha.

3. The CFO/Treasurer of Alpha shall remain the sole employee of East Amwell regardless of where her work is performed, and East Amwell shall be responsible for the administration and payment of her salary and benefits, including worker's compensation benefits, and will provide administrative supervision, but shall not be responsible to oversee her statutory CFO/Treasurer duties for Alpha . The parties agree that East Amwell will resolve any citizen inquiries or complaints regarding the services provided to East Amwell, and Alpha will resolve any citizen inquiries or complaints regarding the services provided to Alpha. In the event of vacancy in the position of CFO, East Amwell shall have the exclusive authority and obligation to appoint a replacement CFO pursuant to applicable New Jersey law. However, Alpha will have the right to terminate this agreement if it is not satisfied with the replacement CFO/Treasurer selected by East Amwell.
4. The CFO/Treasurer shall provide twelve hours (12 hours) primarily as one full, and one half, business day of service to Alpha per week and must be present in the Alpha Township Municipal Building for those twelve hours of service. The parties agree to remain flexible and to consider holidays and quarterly tax periods when scheduling her office hours. The parties also agree that access to the CFO, via the telephone or internet, shall not be restricted to the office hours during which the CFO is scheduled to be present at the respective municipalities for emergent matters. The time spent performing services via telephone or internet for one municipality while the CFO is physically present at the other municipality shall not be deducted from the hours of service performed for the respective municipalities, provided that the time spent performing such services via telephone or internet was for an emergent matter.

5. Alpha will provide sufficient office space, telephone, computer with internet and email access, any special software required of the position of Alpha CFO/Treasurer and office supplies as necessary, for use by the CFO/Treasurer at the Alpha Borough Municipal Building. All records produced by the CFO/Treasurer regarding the financial administration of Alpha shall be retained solely in the Alpha Borough Municipal Building and will be considered documents owned by and in the custody of Alpha. Any OPRA requests for Alpha documents will be the responsibility of Alpha.
6. The CFO shall not directly or indirectly discuss or disclose the business records of East Amwell with Alpha, its officers, officials, auditor, agents, employees, or any third party nor shall the CFO directly or indirectly discuss or disclose the business records of Alpha with East Amwell, its officers, officials, auditor, agents, employees, or any third party unless such disclosure is required by and consistent with the Open Public Records Act, N.J.S.A.47:1A-1 et seq.

II. TERM OF AGREEMENT

7. East Amwell shall provide the services of the CFO/Treasurer to Alpha during the term of this Agreement which shall commence on the full execution of this Agreement and terminate on December 31, 2016. Either party may terminate this agreement for cause in the event of a material default in the performance of services to be rendered pursuant to this Agreement prior to the expiration of the term upon thirty (30) days' advance written notice to the other party, but advance written notice is not required to terminate the Agreement if the CFO retires, becomes disabled or otherwise is rendered incapable of performing the duties required pursuant to this Agreement. It is further understood that if this Agreement is terminated before the conclusion of the term, Alpha will continue to pay East Amwell up to and including the date of termination (on a pro-rata basis).

III. PAYMENT FOR SERVICES

8. For services rendered in accordance with this Agreement, Alpha will pay East Amwell Township the sum of Thirty Thousand Dollars (\$30,000.00) for calendar year 2015 (pro rated based on an agreed upon start date), and the sum of Thirty Thousand Dollars (\$30,000.00) for calendar year 2016. Said sum shall be paid to East Amwell in quarterly installments, each in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00). Additionally, for services rendered in accordance with this Agreement, Alpha will pay East Amwell on a quarterly basis: (1) thirty-five percent (35%) of the healthcare benefit costs, thirty-five percent (35%) of all worker's compensation liability insurance costs, thirty-five percent (35%) of FICA costs, and thirty-five percent (35%) of the pension costs incurred by East Amwell for the employment of the CFO; and (2) thirty-five percent (35%) of the costs incurred by East Amwell for the continuing education units (CEU) required by N.J.S.A. 40A:9-140.15 for the CFO to maintain her municipal finance officer certificate. Any additional training of the CFO required by either party shall be borne solely by the party requesting said additional training. East Amwell will submit said quarterly bills to Alpha. Payment in full of the quarterly bill is due thirty (30) days thereafter.

IV. AMENDMENT

9. Any amendments to this Agreement must be in writing, must specify the effective date of the amendment and must be executed by the chief administrative official of both municipalities or his/her designated representative.

**V. INDEMNIFICATION
AND DEFENSE OF PERSONNEL**

10. If the CFO is named as a party in any lawsuit, claim, demand or other proceeding filed as a result of services provided to Alpha under this Agreement, Alpha will provide the defense for the CFO in the lawsuit, claim, demand or other proceeding. In such case, Alpha agrees to indemnify and hold harmless the CFO against and from any and all liability, suits and costs of every name and description from all damages awarded against the CFO unless same liability, loss or damage is caused by or arises out of conduct of the CFO constituting a crime, actual fraud, actual malice or willful misconduct. The provisions of Paragraph 10 shall survive the expiration and/or termination of this Agreement.
11. If East Amwell is named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided by the CFO to Alpha under this agreement, Alpha shall be responsible to pay all attorneys' fees and costs incurred by East Amwell in defending the lawsuit, claim, demand or other proceeding. If East Amwell is named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided by the CFO to Alpha under this agreement, then Alpha agrees to indemnify and hold harmless East Amwell and its officers, officials, agents and servants, against and from any and all liability, suits, and costs of every name and description and from all damages awarded against East Amwell, or its officers, officials, agents or employees, unless same liability, loss of damage is caused by or arises out of the sole negligence or willful misconduct of East Amwell, or its officers, officials, agents or employees. The provisions of Paragraph 11 shall survive the expiration and/or termination of this Agreement.

12. If Alpha is named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided by the CFO to East Amwell, then East Amwell shall be responsible to pay all attorneys' fees and costs incurred by Alpha in defending the lawsuit, claim, demand or other proceeding. Additionally, if Alpha is named as a party to any lawsuit, claim, demand or other proceeding filed as a result of services provided by the CFO to East Amwell, then East Amwell agrees to indemnify and hold harmless Alpha and its officers, officials, agents and servants, against and from any and all liability, suits, and costs of every name and description and from all damages awarded against Alpha, or its officers, officials, agents or employees, unless same liability, loss of damage is caused by or arises out of the sole negligence or willful misconduct of Alpha, or its officers, officials, agents or employees. The provisions of Paragraph 12 shall survive the expiration and/or termination of this Agreement.
13. In the event that the CFO files any lawsuit, claim, demand or other proceeding stemming from her services provided to East Amwell and Alpha, East Amwell shall handle the defense of such action and Alpha agrees to pay thirty-five percent (35%) of all costs incurred in defending such lawsuit.

VI. MISCELLANEOUS

14. Any questions or disputes regarding proper interpretation of the terms of the Agreement shall first be referred to the Administrator of East Amwell and the Clerk of Alpha for resolution. If no resolution is reached, the question or dispute shall be presented to the Mayor of East Amwell and the Mayor of Alpha who, in consultation with their respective Township Committee/ Borough Council, shall meet to attempt to resolve the dispute. In the event that the Mayors are unable to resolve the dispute, either party may terminate its participation in this Agreement as provided herein or file an action in a court of competent jurisdiction with venue in Hunterdon County. Each party shall bear its own cost of any litigation.

15. This Agreement is governed by the provisions of the Uniform Shared Services and Consolidation Act and applicable New Jersey law. All actions and amendments to this Agreement must be authorized in conformance with the Act and any other applicable New Jersey laws. Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
16. In the event that either party defaults in the performance of any of its obligations under this Agreement after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of the 30-day period.
17. Notices under this Agreement shall be given to the parties by regular and certified mail as set forth below:
- | | |
|---------------------|------------------------|
| To Alpha: | To East Amwell: |
| Township Clerk | Township Administrator |
| 1001 East Boulevard | 1070 Route 202/31 |
| Alpha, NJ 08865 | Ringoes, NJ 08551 |
18. If part of this Agreement shall be held to be unenforceable or invalid the rest of Agreement shall nevertheless remain in full force and effect.
19. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of the Agreement at any one 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 of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their corporate officers and their proper corporate seals to affixed hereto the day and year as indicated in the acknowledgement attached hereto and made a part hereto.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

TOWNSHIP OF EAST AMWELL

Terri Stahl, RMC

By:
Hon. David Wang-Iverson, Mayor

TOWNSHIP OF ALPHA

Laurie Barton, RMC

By:
Hon. Edward Hanics, Jr., Mayor