

The regular meeting of the East Amwell Township Committee was called to order at 7:36 p.m. Present were Mayor David Wang-Iverson, Deputy Mayor Dart Sageser, and Committee members Charles Van Horn and Peter Miller. Committee member Tim Mathews was absent. 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 5, 2016, with a meeting notice published in the Hunterdon County Democrat issue of January 14, 2016. 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 January 12, 2016.

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

AGENDA REVIEW

Under Special Discussions, move New Business Item "Hell in Hunterdon" to item E.

Under Special Discussions, Mr. Bocchieri's title should be corrected to read "Area Director of External Affairs for Verizon."

New Business, Developer's Agreement – date of Atty. St. Angelo's review is 1/8/16 (not 1/4)

Under Correspondence, add 1/12 Atty. St. Angelo email re: Hill Wallack letter to NJ Superior Court re: Docket No. HNT-L-306-15, East Amwell

ANNOUNCEMENTS

Reorganization Meetings Dates for Municipal Boards/Committees are posted on the bulletin board.

Municipal Offices will be closed on Monday, January 18, 2016, in observance of Martin Luther King Junior's Birthday.

The Township Committee will hold another budget meeting on January 28, 2016, at 6:30 p.m. at the municipal building.

UPDATE FROM THE CFO

CFO Margaret Pasqua was present at this time. She stated that the auditors were in the Township and working on the year-end closeout.

SPECIAL DISCUSSIONS

REPORT FROM TAX COLLECTOR HYLAND ON TAX LIENS HELD BY EAST AMWELL TOWNSHIP

Mayor Wang-Iverson said that Tax Collector Mary Hyland was present tonight to educate the Township Committee on tax liens and sales and update them on the Township's situation.

Mrs. Hyland provided a list of the Township held liens. She said that the Mayor attended the last tax sale, with 10 liens struck to the Township. There were 12, but 2 got off before they were recorded. There were only 15 properties in the sale. Mrs. Hyland noted that the Township holds 17 liens, which is a high number. Most are landlocked pieces that no one wants to pay taxes on. The tax certificate can earn up to 18% interest, and if the Township holds the lien, they keep their taxes, although they do have to pay the County and School taxes due. She mentioned that someone did ask for the listing of the 17 property liens that the Township holds,

and the person may be interested in one parcel. If it progressed, the Township would assign all the rights and get the 18% interest in the transaction. The possibility of foreclosing thereafter was mentioned. Mrs. Hyland noted that sometimes properties do go off the list, mentioning the Pilipshen property, which D & R Greenways took over.

Mrs. Hyland said that a municipal charge can be a lien. Besides taxes and assessments, municipal charges for things, such as demolition, closing a property, cutting grass, etc. must be set in an ordinance with a statutory reference that can become an enforceable lien and sold at a tax sale. If work is completed on a property, the lien goes on record the next quarter, but it cannot be sold until the following year's tax sale, e.g., if a lien goes on in 2016, it could be sold in 2017.

Mayor Wang-Iverson spoke about the open foundation issue in the village and the possibility of placing a lien on it. Mrs. Hyland said that it would become a municipal charge. After the owner is notified, it falls to the Collector to collect the charge. If it is not paid in the year, for example, 2016, then in 2017 the Township could sell the tax certificate on the charge.

Attorney Cushing said that the unfit building ordinance would cover this. Under the ordinance, notice is sent to the property owner, there is a hearing, and the owner has a choice to come in. If there is no compliance, the municipality notifies the owner that a certificate has been prepared, and Mrs. Hyland will follow up on the process. Mr. Cushing cautioned that if the land has little or no value, the Township is stuck.

Deputy Mayor Sageser commented on foreclosures on properties and waiting six months to do so. Mr. Cushing again said that the Township should look at the lists and the values, saying that they wouldn't want to acquire lands with environmental issues. In order to have a valid foreclosure, a title search would have to be done. Title searches can be "very simple or incredibly complex" with locating heirs, etc. The Township would have to give notice to all interested parties, and identification of all parties may be an issue. Once the service has been properly done, then the Township can default and get a judgment. Mr. Cushing again stated that the title work might be very expensive, and the Township may want to just do a preliminary search and decide how to proceed.

Deputy Mayor Sageser and Mayor Wang-Iverson spoke about the Township's small amount of school and county taxes as opposed to the cost of foreclosure; Mr. Cushing commented on whether it was worth the money to spend on the process. Deputy Mayor Sageser mentioned property on Ridge Road that was in the preservation process, which was delayed because ownership could not be established. Mayor Wang-Iverson noted some unknown references on the list provided by the Tax Collector. Mrs. Hyland said that there were a number of them with one dating back to 1973. Mr. Cushing suggested that actions and risks might be something to be discussed in executive session.

Some further discussion took place, with the consensus being that the presentation tonight was for educational purposes, and the liens should be monitored. Mrs. Hyland asked if the Township did foreclose on a property, what would the Committee do with it; Deputy Mayor Sageser said possibly re-sell the property, but this would not likely happen on a land-locked parcel. Another possibility he mentioned was preserving the property, but the land would come off the tax rolls, and the Township will be responsible for the school and county taxes. Mayor Wang-Iverson asked Mrs. Hyland if she had an idea of what the school and county taxes were on these properties, and she agreed to look for the information. Deputy Mayor Sageser questioned the assessment on the properties and whether they were true assessments, which Mrs. Hyland believed was correct. Mr. Cushing also suggested having the Farmland/Open Space Committee help to identify ownership, commenting on their ability to get information; he suggested that a non-profit might be interested in the properties.

Mayor Wang-Iverson thanked Mrs. Hyland for her presentation tonight, appreciating her time.

VERIZON – CONSENT ORDINANCE AND FIOS – Presentation by Mark Bocchieri, Area Director of External Affairs

Mr. Bocchieri reminded the governing body that there was a consent ordinance that was sent to the municipality for consideration, and he asked if there were any questions. He said that municipal consent and FiOS were two separate matters. He explained that the first consent ordinance was adopted in 1965, and it deals with the rights of way and current services for the period of time. He stated that the ordinance, as it relates to FiOS as it is built, will be covered.

Committee members spoke about availability of FiOS in the municipality, with some having it and some not. Deputy Mayor Sageser had phone and internet, but not television. Mr. Bocchieri explained that there were three serving offices, and there is a dial tone central office that needs to be upgraded to have FiOS. He said that there was a statewide requirement to build in the 70 most densely populated areas in a given amount of time, which is coming to an end. He said that the company has no plans to expand to East Amwell or anywhere else at this time. He mentioned difficulties in finding some property owners in the areas where the company was mandated to build, and this has been a difficulty. There is a process in place, wherein the company must apply to the Bureau of Public Utilities (BPU) for waivers if they cannot build on a property, and this has been a tremendous process. He further commented on the access matter in these 70 municipalities, adding that it was a mandatory requirement from BPU. Mr. Bocchieri mentioned that the statewide requirement was for 70 out of 566 municipalities, and Verizon is currently in almost 400 municipalities but not in entirety in them. Because of the waiver process, Verizon has no plans to expand until they have met the state's obligations in the 70 municipalities.

Mr. Bocchieri commented on a franchise fee receipt if there was FiOS service in the municipality. Specific areas where FiOS was available were mentioned, including Rileyville to Stony Brook and along Old York Road. Mr. Bocchieri said that the Rileyville area may be out of the wire center in Hopewell, again saying that there were three service offices. He mentioned the Verizon geographic overlap over the last 100 years, creating, in this case, 3 offices for the area. He felt that the Hopewell office may have FiOs television while the other two offices in Neshanic and Lambertville, may not. Mayor Wang-Iverson asked about the possibility of upgrading the other two offices; Mr. Bocchieri spoke about substantial financial consideration to do so, the fact that land lines are shrinking, and he again stated that Verizon does not plan to expand their services beyond the 70 mandated municipalities at this time.

Deputy Mayor Sageser asked about expanding the FiOS tv from the Raritan area on Old York Road. Mr. Bocchieri said that there was a lot of confusion about FiOS offering and he explained that before the company received their statewide agreement, Verizon was blanketing the area with FiOS, similar to what cable companies did. Once the statewide agreement was reached, they realized that providing the service to urban type areas took significant capital, e.g., running underground FiOS for residences first, then small businesses, then wireless downloads and streaming on personal devices, etc. The company will first be completing their mandated responsibilities, with Mr. Bocchieri concluding that the Township would not be getting FiOS television for a while. He also suggested that the Township adopt the consent ordinance to allow the company to maintain what is in place now.

Deputy Mayor Sageser asked how Verizon worked with JCP&L. Mr. Bocchieri said that the companies have a great relationship. Deputy Mayor Sageser commented on the poles not being improved in years with most dating back from the 1930's and most seem to belong to Verizon. Mr. Bocchieri explained that if there is a "BT" on the pole, it is a Verizon pole. Their poles have a fifty year life expectancy and are examined every ten years. Deputy Mayor Sageser asked about a process for the community to have something done about the leaning poles. Mr. Bocchieri noted that Verizon works closely with JCP&L, and he suggested getting the number of a pole, if possible, and a street location.

It was noted that the consent ordinance from 1965 expired last year, and Mr. Bocchieri mentioned getting information to the BPU. While he was not asking the governing body to introduce it tonight, he would like to see them consider it at the next meeting. Deputy Mayor Sageser asked if the Township complained to the BPU about the lack of FiOS television, would it have any influence; he also asked who picked the 70 municipalities for the build out. Mr. Bocchieri did not believe it would matter.

Some discussion took place about a pole issue in the village area in front of Mom's Restaurant; Mr. Miller located it at 36 John Ringoes Road. Mr. Bocchieri will look into the matter.

Mayor Wang-Iverson confirmed that the ordinance in question was strictly for maintenance and operation in the rights of way, and he said that the Township Committee would consider it. The Mayor opened for comments from the public. No members identified themselves before they commented.

A resident thought that it would be helpful to have a map of the Township showing what company has jurisdiction, stating that there are two phone companies for the 908 and 609 area codes, and it would be helpful to know who has control and where everything is located so people would know who to call in an emergency.

Mr. Bocchieri said that residents in the Century Link area would not get FiOS. He also explained coding on poles, i.e., large silver letters with the letter C that would be a Century Link pole; BT is a Verizon pole; NJ is a JCP&L pole. He said that for security purposes, utilities cannot divulge what is going through the lines so that the information cannot be shared with the public.

Another resident asked about a master inventory of poles and if there was coordination with the companies. Mr. Bocchieri said that cable companies do not own poles, and the poles are owned by JCP&L, Verizon, or Century Link. He added that the companies coordinate efforts and have a process in place with safety standards. The resident asked about a master list for the Township, highlighting health and safety issues when power was out during Hurricane Irene and pole ownership could not be identified. Mr. Bocchieri reiterated that there was coordination and communication between the companies with the consensus of safety for all. He acknowledged that the utilities were "called to task" after the hurricane, and communications have been improved. He added that he also provided a list of contacts to the Township Committee that can be accessed 24/7.

Another resident asked who owned a pole that was on her property. Mr. Bocchieri reiterated the coding on utility owned poles, adding that there may be some privately owned poles on some properties.

Another resident commented on Comcast attaching lines to another telephone company serving in the area.

Deputy Mayor Sageser concluded that since Superstorm Sandy and Hurricane Irene, there is better communication between the utilities, and if a pole went down, they would be in a better position to identify ownership. Mr. Bocchieri thought that was a reasonable expectation, adding that all three companies often pull in teams from other areas during crisis situations, and the process is the same with safety for the residents being the goal.

The Committee thanked Mr. Bocchieri for attending the meeting tonight, and the Mayor indicated that they would work on the ordinance.

JCP&L UPDATE - John Anderson, Area Manager for JCP&L was present at this time.

Mr. Anderson said that he was here tonight to provide a brief update and speak about the reliability improvements in 2015. He said that it was one of the best years in recent memory, and the push for reliability continues with the vegetative management program to keep outages down, commenting on work last year on Lindbergh Road. He said that the program has a four-year cycle, and he said that work would be done in the area of Garboski Road, Wagner Road, and Whitney Drive this year.

Mr. Anderson also reported about the completion of work on the Lindbergh Estate, detailing how the original service came from the back of the property through the woods and was subject to outages (some extended) during storms. Mr. Anderson commented on the State of New Jersey owning the property and the fact that two services, PSE&G and JCP&L, merge in the area. A portion of the property is in Mercer County too. Phone service is provided by Verizon. The project involved running underground service from Lindbergh Road to the residence (a 7/10 of a mile distance), and there were two property owners who had to provide easements for this to happen. He said that one property owner, Jim Davidson, was here to night; Mr. Davidson allowed the installation of a new pole on his property for the project to go forth. Mr. Anderson

spoke about coordination of PSE&G, Verizon, and JCP&L, and he was very proud of the work done for improved reliability. There was also some vegetative management on Lindbergh Road in 2015, which should be beneficial.

Mr. Anderson also commented on stopping at 36 John Ringo Road regarding the leaning pole at Mom’s Restaurant, and he will work with Mr. Bocchieri from Verizon on addressing the matter.

Deputy Mayor Sageser thanked Mr. Anderson for the recent donation from JCP&L to Clawson House. Mr. Anderson said that this was one of the benefits of collaboration of public and private partnership as a “win-win” situation.

Andrea Bonette, 17 Ridge Road, asked about the involvement of JCP&L with the PennEast Pipeline. Mr. Anderson said they had nothing to do with it. Mrs. Bonette asked JCP&L is cooperating on surveys or communicating with PennEast; Mr. Anderson said that they could have been, but he has not been in any conversation with PennEast. Mrs. Bonette asked about JCP&L and any infrastructure for PennEast; Mr. Anderson could not answer that question.

Mr. Anderson continued by saying that helicopters are in the area doing aerial inspections of conductors and insulators. He provided a description of the black Haverfield helicopters in use as on-going maintenance and inspection.

Mayor Wang-Iverson thanked Mr. Anderson for the work on the Lindbergh House and added that he would see Mr. Anderson in a few months.

UPDATE ON CLAWSON HOUSE – JIM DAVIDSON, EAST AMWELL HISTORICAL SOCIETY & HISTORIC PRESERVATION COMMITTEE MEMBER

Mr. Davidson provided an update on the house, as follows: All Township Committee members, one at a time, were invited to see progress on the house with phase 2, the basement, finished. He asked the CFO to provide an idea of what was spent this year, including county grant funding, for the architect, Unlimited Builders, and the electrician; the total spent on the house in 2015 was \$167,000, \$81,000 from the County and \$85,000 from the Township.

Mr. Davidson said that the outside was done; the basement was phase 2; and the new addition in the back and redoing the front porch will probably cost around \$120,000. He has spoken to County representatives (Bill Millette, Lora Jones, and Carrie Fellows), who are “really excited” about the house. Mr. Davidson felt that there was probably about \$150,000 of work to be done to the house. The Historic Preservation Committee is working on a County grant, with Mr. Davidson commenting about no one else applying for funding. The County grant is due in March, which is being prepared now. He suggested having the Township pay \$50,000 as a match, and the Society put in \$25,000. He said, “We will do the work inside.” He said that work included lifting the existing flooring, leveling the beams, putting down plywood, and reinstalling the flooring. Prices will be obtained for work, with Mr. Davidson speculating that the interior work would be in the range of \$150,000 without HVAC.

Mr. Davidson said that the East Amwell Historical Society would be hosting a fundraiser on April 1. They are building a website with a link to Clawson House, and a GoFundMe account is being set up. There will be letters sent to individuals about the house. An open house will be held on April 16-17, with Mr. Davidson adding that “there has been tremendous community interest and volunteers working inside.”

Mr. Davidson said that besides the Hunterdon County grant, the East Amwell Historical Society will be writing some grant applications for Northfield Bank and Provident Bank foundations. He hoped that the County would provide \$75,000 in grant form.

1) Resolution to Approve Application for Hunterdon County Grant for \$75,000:

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RESOLUTION #23-16

WHEREAS, the Hunterdon County Board of Chosen Freeholders has approved an Open Space, Recreation, Farmland and Historic Preservation Trust Fund and established a Historic

Preservation Grant Program to provide County funds in connection with the acquisition of historic properties and the preservation of historic properties, buildings, structures facilities, sites, areas or objects, in Hunterdon County; and

WHEREAS, the Township of East Amwell desires to further the public interest by obtaining funding in the amount of \$75,000 from the County of Hunterdon to fund the following historic preservation project: Clawson House Renovations – Stage 3, including the following:

- 1. The existing front porch will be rebuilt and reconstructed per historic picture.
- 2. The rear of the building will be completed with new windows, sheathing, siding, trim and gutters to match work done in 2015.
- 3. The interior flooring on first floor will be removed, and the floor joists leveled with new beams. A new 5/8 inch subfloor will be installed after which the existing flooring will be reinstalled, all at a cost of \$75,000.

NOW, THEREFORE, the governing body/board resolves that David Wang-Iverson, Mayor, or the successor to the office of Mayor is hereby authorized to:

- (a) make application for such Historic Preservation Grant Funds,
- (b) provide additional application information and furnish such documents as may be required, and
- (c) act as the authorized correspondent of the above named applicant; and

WHEREAS, the County of Hunterdon shall determine if the application is complete and in conformance with the scope and intent of the Hunterdon County Open Space, Farmland and Historic Preservation Trust Fund Plan, adopted Freeholder Board Policies and the Procedures Manual for the Historic Preservation Grant Program adopted thereto, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the County funds in accordance with such adopted Policies and Procedures, and rules, regulations and applicable statutes;

NOW, THEREFORE, BE IT FURTHER RESOLVED, BY THE TOWNSHIP OF EAST AMWELL,

- 1. That the Mayor of the above named body or board is hereby authorized to execute any documents and agreements with the County of Hunterdon known as Clawson House Renovations – Stage 3.
- 2. That the applicant may have it share of funds.
- 3. That, in the event the County of Hunterdon’s funds are less than the total project cost specified above, the work will be adjusted accordingly;
- 4. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and that this resolution shall take effect immediately.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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Motion by Mr. Van Horn and seconded by Mr. Miller. Mayor Wang-Iverson noted some sentences in the resolution indicating that the Township “may have the money or reduce the scope of work.” The motion was carried unanimously.

Ilona English, from the audience, suggested a HVAC system with subflooring and tracks for radiant heat as a nice and cost-saving product. She also provided some specifics about the

installation, and Mr. Davidson will contact her for further information and to see a sample installation.

HELL OF HUNTERDON BICYCLE EVENT

Brian Ignatin, 2816 Windy Bush Road, Newtown, PA, was present to again ask for permission to use the Township roads for the 8th Annual Hell in Hunterdon bike event on Saturday, March 26. He was expecting 700 riders, with the first rider on Wertsville Road around 9:30 a.m. and the last rider exiting the Township on Route 602 at 11:20 a.m. Riders are staggered for starting times. On a question, Mr. Ignatin said that the event has developed over the last 17 years and has increased in participants. He said that it is not a race, but a recreational ride, and participants obey the rules of the road. NJ State Police, Delaware Township Police, and Montgomery Police will be notified.

On a question about rest stops, Mr. Ignatin said that they historically had one at the D & R Greenways property at Stony Brook Road, but the race route has changed. If there is a rest stop in East Amwell, he will contact the Board of Health about porta-potty permits. The Committee reminded Mr. Ignatin to make sure no water bottles were thrown on the road.

Mr. Ignatin also noted that the proceeds from the race benefit D & R Greenways and NJ Chapter of the National Interscholastic Mountain Bike League; he said that they usually raise a few thousand dollars.

Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously to approve the use of East Amwell roads for this event.

Mr. Ignatin jokingly appreciated the Township Committee not asking to have the name of the ride changed this year, adding that it was part of the appeal of the event. He hoped for better weather in 2016, providing anecdotal information about poor weather conditions in 2015.

EXECUTIVE SESSION

RESOLUTION TO ENTER EXECUTIVE SESSION TO DISCUSS COAH AS LITIGATION

Planning Board Chair Don Reilly and Planner Joanna Slagle were present for this item.

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RESOLUTION #24-16

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 COAH (Affordable Housing) as litigation; 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,

David Wang-Iverson, Mayor

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Motion by Mr. Van Horn, seconded by Mr. Miller, and carried unanimously.

The Clerk asked, for the benefit of the public, if the Township Committee could give an idea of how long the executive session would take. The Committee felt that it would probably be about 15 minutes, and Mr. Cushing suggested that there may be an update when the regular session resumed.

The audience began to leave the room at 8:41 p.m., and executive session began at 8:45 p.m.

The regular meeting resumed at 9:10 p.m.

STANDING COMMITTEE REPORTS

PLANNING BOARD UPDATE – Chair Don Reilly was present at this time.

Mr. Reilly explained that an affordable housing plan must be submitted by the end of March, and the Planning Board is looking to have a draft plan at their February meeting for discussion. The hope is to adopt the plan at the March meeting and send it to the Township Committee for their approval. The process is not straightforward, since it then must be submitted to the Court for their analysis and determination of whether to accept or not. The Planning Board is striving to submit a plan that uses all the prior methods of meeting the Township's obligations, but the Court may come back and order the Township to supply a larger number. He said that this may require the Township to look at different methods to achieve the mandated housing units.

Mr. Reilly explained that there were two additional processes available to the Township if they cannot satisfy the obligation based on prior methods. The Township could build the units, which would be costly to the municipality, or they could zone a portion of the Township inclusionary zoning to create units to satisfy the obligation. The latter could result in a dramatic number of units in the Township and involve major construction. Mr. Reilly said that it could take months, as many as 9 months or so, before a decision is made. He stated that the Planning Board is striving to submit a plan without those options, and they think that the Township has a basis and solid argument for them. However, the judiciary makes the call based on a statewide consensus in the judiciary.

Mr. Reilly again stated that the draft plan would be discussed in February, adopted in March, and sent to the Township Committee for their approval, then onto the judge. There would be no time schedule from there, and he mentioned loss of protection from developers. He again stated that there was no time line after submission, adding that it could take a long time for resolution, and that there may be court challenges.

Mr. Cushing added that the plan was to follow the process with minimal expense to protect the town and to allow the bigger towns to fight the legal battles to see where it goes. Mr. Cushing and Mr. Reilly exchanged comments at length about the process, with Mr. Cushing believing that the courts will hear the bigger community cases first. He believed that judges in the state will debate the numbers issues first, and this issue will be tried over time with experts. He believed that the matter would go to the Supreme Court and involve Econsult, municipal experts, and the Kinsey report. He further believed that the Judges will make a decision "in the middle," to which Mr. Reilly said, "the middle would be a disaster for us."

Further comments were exchanged, with Mr. Reilly saying that 279 communities paid for the Econsult, which equated to 52% of the municipalities in the state, and he thought that it would come down to the case of Econsult versus the Fair Share Housing expert.

The Committee thanked Mr. Reilly for his presentation.

ENVIRONMENTAL COMMISSION

1) Resignation of Member Jeff Bradstreet: Mr. Bradstreet submitted his 12/29 resignation, due to other commitments. Motion by Deputy Mayor Sageser, seconded by Mr. Van Horn, and carried unanimously to accept this resignation with regret.

ADDITIONAL APPOINTMENTS FOR 2016

1) Historic Preservation Committee: John Allen was interviewed earlier for a position on this committee. Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried with one abstention, Mr. Miller, to appoint John Allen as the Alternate II member of this committee.

APPROVAL OF MINUTES

December 30, 2015, Regular Minutes were approved on a motion by Mr. Van Horn, seconded by Mr. Miller, and carried, with an abstention by Deputy Mayor Sageser.

January 5, 2016, Reorganization Minutes were approved on a motion by Mr. Van Horn, seconded by Mr. Miller, and carried unanimously with a correction on page 5, Resolution #06-16, Green Acre Loan Payment is \$17,420.

OPEN TO THE PUBLIC

Iona English, 9 Runyon Mill Road, asked Mr. Cushing about his reference to “we” in COAH discussions tonight. Mr. Cushing said that his firm represents eight towns in proceedings, and each town has a different planner. He said that the firm (we) work with Joanna Slagle and Frank Banisch for East Amwell, and seven other planners. He further mentioned the special masters appointed by the judges with whom there are communications. He commented on trying to get a sense of how the cases are moving, adding that there is no roadmap. He concluded that the process is moving along with no guarantees in an unpredictable area.

Ms. English commented on the Township selling its low income housing to other locations, and she believed that sooner or later, a lot of people won't be able to live here without affordable housing available, citing seniors and children specifically. She believed that the Township should have anticipated that this was coming, and people should not have to be ultra-wealthy to live here. She recommended not using the same consultants, designers, or professionals and to look for creative solutions to the matter. She said that COAH is not horrible, and it can be planned well with a rural area able to accommodate. She suggested not relying on here-say, and more detail and understanding was necessary; the Township had a responsibility to residents who were not wealthy, and it was important to design with the obligation that the Township owes.

Mr. Cushing said that the Township has complied with COAH laws and has also managed its preservation efforts. He mentioned that the Township has always taken care of COAH first with different reiterations of the program since 1985, and obligations were met. Ms. English commented on being Chair of the Planning Board and creating the Historic Preservation Committee. She owns a farm and also worked in building skyscrapers. She believed that some bad decisions were made, and a wall was built. Mr. Cushing said that judgments were made by Township Committees. Ms. English argued that someone wanted to build a treatment plant at one point, and she questioned where the Township was at this time. She concluded that discussions with land owners should be open to the public. Mr. Cushing recommended that Ms. English go to the Planning Board, who is addressing COAH issues.

Frances Gavigan, 123 Wertsville Road, spoke about an interview with a COAH person. She did not hear about funding developers who want to operate behind the scenes. She asked about any efforts to level playing fields with people who have vested interest or affirmative action to get the other side of the story. Mr. Cushing explained that Fair Share Housing is funded by developers, and municipalities have looked into questions about their funding and bias toward developers. He added that the Supreme Court, when they adopted COAH obligations, looked into the free market to accomplish development of COAH and impose the obligation on the municipalities, not the state. He believed that this was because municipalities could be directed by the Supreme Court easier than the State, e.g., the State sets budgets for the court, etc. At that time, it was felt that there was a lot of inclusionary zoning, which justified the decision. The Supreme Court looked at Fair Share Housing as a vector to accomplish the goal of affordable housing. Mr. Cushing believed that most people are not against affordable housing, but the question is the number of units.

Mr. Cushing commented on the decision of 10 acre Valley zoning, adding that the Township wanted an agricultural community, and looking at Amwell Road, with Raritan development on one side, their vision was that they didn't want that look in East Amwell. He spoke about the ability of a municipality to change a vision.

Ms. English commented on COAH being able to be well done and cutting edge in the United States. She believed that having the right professionals would help, adding that it was not a scary thing.

Ms. Gavigan asked about Fair Share Housing's high numbers and not including areas like Jersey City in the figures. She asked about grassroots efforts from municipalities or communities about the imposition of numbers and administration of programs. The possibility of a political decision by the legislators was mentioned.

Ms. Gavigan said that the golf course wasn't on the Township Committee agenda this month, but she did some homework. She "Googled" the Trump course in Bedminster and found them "not to be the best neighbor," adding that the land has no equestrian trails. There have been some pro-golf tournaments, and there have been impacts from a safety perspective and complaints about people parking on lawns. Ms. Gavigan spoke about supporting a ratable, but she had a lot of concerns, including numbers limitations. She referenced 10,000 for fireworks on Route 179 on a Friday night and compared it to a number at a golf tournament, and she didn't think it was manageable or practical. She concluded that the golf course is not the best neighbor, and she asked that the Township think hard before accommodating or giving relief... "once given, it is over." She added that the property is not fenced in, and they may have over 5,000 in attendance. She also commented on having an events fee.

Mr. Cushing left the meeting at 9:37 p.m.

Janelle Ditzel, 231 Wertsville Road, wanted to speak about The Ridge. Her main concern was that more people should know about their proposal, other than the 200 feet property distance owners. She believed people along Wertsville Road should be made aware, and she commented on the potential impact. She asked Ms. Gavigan about a flyer she distributed a few days ago, which was sent to about 10 people. Mayor Wang-Iverson said that this was a good suggestion, and he will follow up with Mr. Cushing about sending a letter to residents on Wertsville Road.

Ms. Ditzel commented on not knowing much about the plans; Mayor Wang-Iverson said to look for information on the Planning Board agenda. She said that the proposal may have a higher impact on the Township, and Mayor Wang-Iverson commented on a very good meeting last night. He also commented about getting information on the website and Facebook, if there was no legal impact.

Ms. Ditzel asked about vendors selling items (with the tournaments); Mayor Wang-Iverson said that this would be managed. Ms. Ditzel spoke about parking cars, adding that Son-Bob (across the street from her) offered parking, and she was concerned about people crossing over to her property to access the golf course. Mayor Wang-Iverson said that the Son-Bob parking would be for the golf course staff, not public parking.

Ms. Ditzel commented on having their farm for 16 years, and "Mr. Moore has never been a good neighbor to them." She said that the Township was asking a lot of the community. She said that they are neighbors to The Ridge, and Mr. Moore has always sent his employees to speak about matters rather than talking to the Ditzels. She concluded that East Amwell is an agricultural community, and the Township should keep this in mind.

Ms. English added that Jasna-Polana no longer has tournaments because of the issues with traffic and trespassing.

Mr. Van Horn felt that this was premature; some Township Committee members don't know anything about the proposal. He added that there would have to be an ordinance and public hearing. He suggested the public come to meetings with their input. He said that in his own view, he was open to listening to both sides of the issue, and he would be keeping the community in mind. He also stated that a swimming pool and a tournament were two different things.

Mayor Wang-Iverson explained that The Ridge was asking for four changes to their original approval resolution: overnight cottages, a swimming pool and tennis court, tournaments, and a change in water testing. The swimming pool and tennis court will be in an ordinance, but the tournament will be part of the permitting process, as discussed last night at the Planning Board.

Ms. Ditzel said that the next meeting with The Ridge is on April 13; Mayor Wang-Iverson said that representatives from The Ridge would be at that Planning Board meeting.

Mr. Miller believed that talking with neighbors was very powerful; Ms. Ditzel commented on different opinions from the neighbors.

Mr. Van Horn commented on having a public comment period on the Township Committee for 15 minutes with the intent of keeping to that time limit.

Margaret Case, 130 John Ringo Road, said that the tournaments, from the rescue squad’s perspective, would be a “nightmare.” She mentioned back-up from Lambertville, Hillsborough, and Clinton for the annual County Fair, which is part of “our heritage.” The Ridge is private for profit, and it would be a “nightmare.” She mentioned the fire companies collecting for parking at the County Fair and sharing proceeds with the squads. She believed that it would be up to The Ridge to cover their own ambulance services or consider donations to the squad.

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

CONSENT AGENDA ITEMS – None

INTRODUCTION OF ORDINANCES/PUBLIC HEARINGS – None

SPECIAL COMMITTEE REPORTS - None

UNFINISHED BUSINESS

TOWNSHIP ADMINISTRATOR’S UPDATE

1) Agreement for Continued West Amwell Traffic Enforcement Services as a Shared Service: Mr. Matheny said that the agreement was the same as last year, keeping the cost flat with four hours of service per week.

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RESOLUTION #25-16

SHARED POLICE SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT made this 14th day of January, 2016 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 #25-16 and West Amwell has approved this Agreement pursuant to RESOLUTION #177-2015.

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 January 1, 2016 and remain in effect until December 31, 2016, 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 fifteen thousand dollars (\$15,000.00) as full payment for providing the services identified in this Agreement. Payment will be made in three equal payments of five thousand dollars (\$5,000.00) to be paid on or about May 1, September 1, and December 31, 2016.

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 of the same or any other right or power at any other time.

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 to approve the resolution.

2) Municipal Trailer Update: Mr. Matheny said that the trailer could be fixed, but it is requires more than paint and caulking and would require substantial work. The Committee spoke about sheds for baseball and for the Recycling Committee. He explained that sheds could be basic to luxury, depending on what was purchased. He would suggest a unit with a garage door for easy access, and a 12 ft. by 20 ft. unit with siding would run about \$6,800. He said that

units could be purchased for less than \$4,000, but he cautioned that the Township might want to consider the aesthetics of a unit that is in public view.

Mayor Wang-Iverson said that he would like to have Mr. Mathews present during these discussions. Deputy Mayor Sageser also suggested getting a price on a large container, similar to the ones seen from the Holland Tunnel. Mr. Van Horn agreed that the units would be for storage only with the baseball league holding meetings at the municipal building.

3) Speed Study: Mr. Matheny said that he was working with Hunterdon Area Rural Transit (HART) on collecting data on Lindbergh Road. The units were operating with no display, yet collecting data; the units were then lit for further data collection, and now are on the flipside of the street. The study is being done at no cost to the Township.

4) Open Foundation at 65 John Ringo Road: A \$12,500 quote was received for the work, with only \$10,000 in the budget line item. The work involves more than just filling in the grass area, i.e., the block must be removed and the ground must be filled in. The work will not be cheap, and the DPW does not have the equipment to do this work.

Mayor Wang-Iverson noted that there was nothing in a fee ordinance to charge property owners for the work by the DPW, and Mr. Matheny obtained a model ordinance from FEMA. He believed that it would be a good idea to have the ordinance in place, and he felt that the amounts from FEMA for equipment and manpower would be justifiable.

MAYOR’S UPDATE - None

12/31/15 UPDATE FROM RARITAN CLERK ON AMBULANCE SERVICE – This item was addressed earlier at the budget meeting.

NEW BUSINESS

APPROVAL OF DEVELOPER’S AGREEMENT FOR NJ RESOURCES CLEAN ENERGY VENTURES II CORP., BLOCK 3, LOTS 1 AND 2.02:

Mayor Wang-Iverson spoke with Attorney Tara about the latest draft (1/8/16); he believed that there was an incorrect reference to ownership. Ms. St. Angelo advised that the Township Committee could approve a resolution to authorize the Mayor to sign the document subject to language changes.

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RESOLUTION #26-16

BE IT RESOLVED by the Township Committee of the Township of East Amwell that they hereby accept and authorize the Mayor’s signature on the developer’s agreement prepared by NJ Resources Clean Energy Ventures II Corp. for Block 3, Lots 1 and 2.02, based on the revisions made by Attorney St. Angelo on January 8, 2016 and subject to language changes.

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 resolution.

2016 TOWNSHIP LIAISONS

Mayor Wang-Iverson reviewed last year's list and made some minor changes. He spoke about changing the Finance Office as a good idea for "fresh eyes." He reviewed changes, which included switching Zoning Officer from Mr. Miller to Deputy Mayor Sageser; changing CFO and Auditor from the Mayor to Mr. Van Horn; changing the Attorney and Administrator from Deputy Mayor Sageser to the Mayor; changing Building/Construction and the Engineer from Mr. Van Horn to Deputy Mayor Sageser. A copy of the 2016 liaisons is below.

T.C. Member	Personnel Liaison	Committee/Task Liaison
Peter Miller	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 Treasurer/CFO Auditor	Senior Citizens East Amwell School Historic Preservation Board of Health Clawson Park
David Wang-Iverson	Township Attorney Township Administrator Township Clerk	FOSPC Board of Adjustment Website/Facebook Page Agricultural Advisory
Dart Sageser	DPW Construction Engineer Zoning Officer	Municipal Building Planning Board WQMP Environmental Commission Storm Water Management

The Library Sub-Team will consist of Deputy Mayor Sageser, Mr. Mathews, and Mr. Reilly, and it is hoped that there will be a meeting with the Library Commission in the first quarter of 2016.

Mayor Wang-Iverson spoke about a suggestion at the 2015 year-end meeting to establish a Township Administrator performance sub-team. He explained that the Township has been doing a performance review for the last three years with no formal process for doing so prior to that time. He provided the modification of a process he did while employed at Bristol Myers-Squibb, where employees all did their own evaluation. The Mayor asked Mr. Matheny to do this in 2013, and this was the process for three years. He believed this to be a valid process, and once the employee generates the report, the report is reviewed by the employee's supervisors. The first year, Deputy Mayor Sageser and the Mayor reviewed it; in 2014, Mr. Van Horn and the Mayor reviewed it, and in 2015, Mr. Van Horn did the review.

Mayor Wang-Iverson said that the request in December was to add smart objectives; the Mayor did not think it was necessary, but he agreed that the Township Committee could try it this year. He said that in his experience, this is done by the employee with collaboration of supervisors. He agreed to this protocol only with respect to the Administrator's 2016 performance and not on whether there needs to be the position of an Administrator.

Mayor Wang-Iverson said that he will serve on this sub-team with Mr. Miller. Mr. Miller spoke about involvement from the employee, commenting on corporate protocols of having the employee set the goals and providing guidance on the expectations of the employee. Mr. Miller was willing to assist as long as it is done with smart criteria. It was agreed that the Mayor and Mr. Miller will speak to Mr. Matheny about this matter.

OPEN TO THE PUBLIC

Andrea Bonette, 17 Ridge Road, advised the Township Committee that years ago, the Township held group sessions of boards and committees to share and collaborate. One moderator was Pat Huzing, and Mrs. Bonette believed that Suzanne Parsons (a resident in East Amwell) would know how to contact her.

Mrs. Bonette spoke about the enormous building at Peacock's (Lindbergh and Wertsville Roads). The owner appeared before the Zoning Board and the Board of Health, and it was assumed that everything was accurate. Mrs. Bonette said that her three hours of research provided evidence to the contrary, and there were many discrepancies on what was presented and what was in Township records. She said that she had pages of problems. She was not asking the Board of Adjustment to revisit Peacock's, but to become more proactive and verify information that is presented. The Board of Adjustment Attorney advised that the Board must rely on oaths and documents provided. Mrs. Bonette wanted to make sure that someone fact checked; only Board professionals or the secretary could do so, but Board members could not because they would then be witnesses and could not vote, according to Cox Treatist.

Mrs. Bonette said that the previous Board of Adjustment Attorney, Fred Allen, took a different approach. She spoke about reading all the minutes and looking at all the files for Peacock's, adding that "clearly, no one expressed interest in the facts." Mrs. Bonette spoke about the government balancing interests of all residents and having the Township boards using the best information to enforce their ordinances. She concluded that what was upsetting to her was the lack of fact finding.

Mayor Wang-Iverson agreed to check with the Township Attorney about her concerns and see what he says.

Deputy Mayor Sageser said that he attended a meeting when Peacock's was presented, speaking at length on approvals in 1985 and 1986; he doubted that the owner knew what transpired when the McConaughy's owned it. He spoke about legal issues and decisions spanning 30 years, adding that the building was "architecturally, not bad."

Mrs. Bonette brought up septic plans in the file (surveys by Frank Quimby) with discrepancies and hand drawn fields on various copies of the plan. She commented on no inspection of any of the septic systems on the side where the parking lot was located, and the owner's records for the septic system being "burned up." Mayor Wang-Iverson said that the septic approval was from the State of NJ, not the local Board of Health, with Mrs. Bonette believing that someone should have looked into it. Mayor Wang-Iverson spoke about flow calculations looking okay. Mrs. Bonette also commented on the owner's reference to a church in the neighborhood, noting that there has not been a church since 1930.

Mrs. Bonette again commented on the extensive work she did and telling the Board of Adjustment that the document that the owner filed with the state was a false document. The owner advised that he was allowed to rebuild after a fire, but the owner built what he wanted, not what he had. She concluded that the state approval for water and septic was for a rebuild, not what is there now.

Ms. Gavigan believed that the Board of Adjustment attorney should have taken the matter to the state that there may have been a false filing about the septic, noting it was a 40 year old septic and a 36 year old repair. She commented on the need for better review, the possibility of small houses in Wertsville experiencing "an aroma," and "a done deal." Mayor Wang-Iverson was not aware of a false application to the NJ DEP, saying that the Board of Health saw the calculations from Bohren and Bohren, which were based on the number of bedrooms for the change of use. He added that if the project was just a rebuild, not a change of use, it would not have needed to go to the Board of Adjustment; the septic was sent to the state because it was over 2,000 gpd and out of the Board of Health's jurisdiction.

Ms. Gavigan commented that the owner would not allow COAH units, and the property would have made a nice park.

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

ADMINISTRATIVE REPORTS

TREASURER/CFO PASQUA provided a transfer resolution before the bills of the evening to move \$6,625.00 from DPW Other Expenses to Mayor and Committee Salary and Wage.

Mr. Van Horn commented on repealing Resolution #167-15, presented by Mr. Mathews at the December 30, 2015, meeting, due to some inaccurate information being presented. Mr. Van Horn read the resolution into the record: "Whereas the Township Committee of East Amwell Township agreed to defer a portion of their salary to set aside sufficient funds for possible remediation of abandoned and unfit buildings during 2015; Whereas, as of the December 10, 2015, budget update from CFO Pasqua, it was stated that there is still \$10,000 in the line item for abandoned buildings; Now, Therefore, Be It Resolved by the Township Committee of the Township of East Amwell, County of Hunterdon, State of New Jersey, that CFO Pasqua is directed to pay the remaining salaries of any Township Committee member who wishes to receive all or a portion of the balance of their normal and customary salary for 2015 that was deferred."

Mr. Van Horn went back to the March 12, 2015, where it was written: "Mayor Wang-Iverson said that the budget being proposed tonight showed a 0.186 tax rate with an average property tax increase of \$5.00. He suggested one final plan to reduce the rate, i.e., zero out the Township Committee salary for the year."

Mr. Van Horn said that at no time was there anything mentioned about the \$10,000 in the abandoned building ordinance, and he made the motion to repeal Resolution 167-15; it was seconded by Deputy Mayor Sageser and carried with one no vote from Mr. Miller.

Committee members noted that the transfer resolution prepared by Ms. Pasqua for this meeting was moot.

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

All other administrative reports were noted for filing.

CORRESPONDENCE

The Clerk noted the request from Hunterdon County Planning Board with the Plan for the Future brochure and request to set up a meeting with the governing body. Committee members agreed that something should be set up in the near future.

Mayor Wang-Iverson referenced the 12/23/15 letter from the League of Municipalities regarding the 22nd Annual Louis Bay 2nd Future Municipal Leaders Competition. He asked that the Clerk find the names of eligible East Amwell students and ask them to participate.

ADJOURNMENT

There being no further business, motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously to adjourn the meeting at 10:25 p.m.

Teresa R. Stahl, RMC/CMC
Municipal Clerk