

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 Charles Van Horn and Tim Mathews. Committee Member Peter Miller was absent. Township Administrator Timothy Matheny and Attorney Tara St. Angelo 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 August 9, 2016.

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

AGENDA REVIEW

Under Consent Agenda Items, add item E, a resolution to approve Games of Chance Licenses for Mathew Bear, DBA Good Stuff, for four games at the August 24-28, 2016 4H Fair.

Under Introduction of Ordinances, Township Committee members should be looking at the August 9, 2016, version provided today.

Under Township Administrator's Report, item 5, a Bocce Ball Court at Clawson Park.

Under Correspondence, received August 10, an invitation from the Hunterdon County Freeholders to a special Veteran's Presentation at the 4H Fair at 4 p.m. on August 24.

ANNOUNCEMENTS

A. Municipal Offices will be closed on Monday, September 5, for Labor Day.

B. Hunterdon County Utilities has scheduled the following collection events, all at the County Complex on Route 12 from 9 a.m. – 1 p.m.: Contact 908-788-1110 for info.

* Paint, Used Motor Oil, Propane Tanks and Smoke Detectors on September 10

* Computer and Electronics on October 8

* Household Hazardous Waste on November 12

UPDATE FROM THE CFO

The CFO was excused tonight and will be at the September meeting.

SPECIAL DISCUSSIONS

COAH: Ms. St. Angelo said that the Appellate Court ruled that there was no GAP period, which was a period of time from 1999 – 2015 for which the intervenors said there was a housing need but the municipalities did not believe was necessary. The Appellate Court agreed with the municipalities, indicating that Fair Share Housing does not authorize a retrospective need and invalidating the GAP period. There is an appeal at the Supreme Court; there was a petition to that Court and a request for a stay of the Appellate decision. It is not known yet when briefs will be necessary, but Ms. St. Angelo thought that there might be a quick decision in about 3 – 4 months.

Ms. St. Angelo reported that Judge Wolfson in Middlesex County ruled in South Brunswick, siding with Fair Share Housing's report and being very critical of the Econsult report. However, the reports were done before the ruling on the GAP period, so COAH is still in flux in South Brunswick.

Judge Miller, the Judge in this Vicinage, has not yet ruled and is free to decide himself. It was unclear what the effect Judge Wolfson’s decision would have overall. Additionally, although the GAP period will be removed, there is now an “identifiable present need” that must be calculated. At the present time, by removing the GAP period, it would reduce need by 145,000 in the state, but with the identifiable present need, figures would go up. Ms. St. Angelo explained the identifiable present need as a cost for paying too much for housing; she added that cost burden could not be used in COAH and there is a possibility that this will be challenged in court. This report just came out in July, which was past the deadline for reports to be due.

A Special Master for our Vicinage has been appointed, Betsy McKenzie. There is also a Regional Special Master, Richard Reading, who is assisting the Judge on technical issues. No report has been issued yet and no dates for settlement action, if this is an avenue to pursue, have been set.

Mr. Mathews commented on the minutes from the last meeting. Mayor Wang-Iverson spoke about fulfilling the need with right-down/buy-down and some inclusionary or municipally sponsored units. He added that having the numbers for the municipality was necessary before a plan is developed. Using the Econsult report, there is a need of 60 units without using existing credits or 8 to 10 with credits. The Fair Share Housing number is around 182 units. The minutes will be corrected at that portion of the meeting to say present stock can handle one half of the number.

Mayor Wang-Iverson concluded that no decisions could be made until Judge Miller, with input from Richard Reading, had made his decision and the GAP period court decision comes down.

STANDING COMMITTEE REPORTS

FARMLAND/OPEN SPACE PRESERVATION

1) Discussion on the Revised Agreement for Cooperative Purchase with New Jersey Conservation Foundation (NJCF) and Raritan Headwaters Association (RHA) – Higgins Property, Block 35, Lots 10, 12, and 60: Mayor Wang-Iverson explained that this pertains to about 150 acres on North Hill Road. He has discussed this agreement with Ms. St. Angelo, Lisa MacCollum at NJCF and with Renee Jones at Green Acres. The document in front of the governing body is a final copy of the agreement for Green Acres, which deals with the structure of the acquisition, closing, percentage of partnership, etc. NJCF will eventually own and be responsible for the property. The Township’s financial portion is \$300,000 from their Green Acres grant, and they have a grant from Hunterdon County for about \$400,000. No Township funds will be expended.

Mr. Mathews referenced point four regarding \$10,000 of Township funds; Mayor Wang-Iverson said that it would be closer to \$20,000 with NJCF making up the difference in cost, i.e., the Township will be fully reimbursed the \$20,000 between Green Acres and NJCF.

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RESOLUTION 77-16

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2016, among New Jersey Conservation Foundation, with its principal office in Far Hills, New Jersey (hereinafter referred to as “NJCF”), Raritan Headwaters Association, with its principal office in Gladstone, New Jersey (hereinafter referred to as “RHA”) and East Amwell Township, with its principal office at 1070 Route 202/31, Ringoes, New Jersey, (hereinafter referred to as the “Township”).

WHEREAS, NJCF is under option to purchase certain Property described in the Option Agreement for Purchase of Property with John Higgins, as Seller of the Property for the total purchase price of \$2,315,000, subject to survey, a true copy of which is attached hereto as Exhibit A. (hereinafter referred to as the “Option Agreement”); and

WHEREAS, NJCF has pledged \$100,000 of its Green Acres Nonprofit Grant Award and has

secured a \$429,245.08 Hunterdon County Grant Award towards the purchase of the Property; and

WHEREAS, RHA has secured a \$429,245.08 Hunterdon County Grant Award towards the purchase of the Property; and

WHEREAS, two appraisals have been completed indicating a Green Acres Average of Appraised Values (AAV) of \$2,315,000 based on 151.8 of surveyed acreage; and

WHEREAS, subject to adoption of all necessary ordinances the Township, has pledged \$310,000 of its Green Acres Municipal Grant Award and has secured a \$440,000.00 Hunterdon County Grant Award toward the purchase of the Property; and

WHEREAS, the Township will ultimately transfer its interest in the Property to the NJCF for long term ownership and management as part of a larger regional preserve in the Sourland Mountains in East Amwell and Hillsborough Townships.

NOW THEREFORE, the parties agree that, based on a total purchase price of \$2,315,000, subject to final survey:

1. NJCF shall pay at closing \$100,000 from its Green Acres Nonprofit Grant Award and \$381,970 from its Hunterdon County Grant Award, a part of which is a match to the Green Acres Nonprofit Grant, toward the purchase of the Property;
2. RHA shall pay at closing \$381,970 from its Hunterdon County Grant Award toward the purchase of the Property;
3. The Township shall pay at closing \$300,000 of its Green Acres Municipal Grant Award and \$393,560 of its Hunterdon County Grant Award, a part of which is a match to the Green Acres Municipal Grant, toward the purchase of the property, but this obligation is subject to the Township adopting an ordinance authorizing the purchase and re-conveyance of the Property;
4. The Township shall also pay at closing \$10,000 of its Green Acres Municipal Grant Award toward the payment of ancillary costs for the purchase of the Property, but this obligation is subject to the Township adopting an ordinance authorizing the purchase and re-conveyance of the Property;
5. NJCF, will contribute \$757,500 of privately raised funds towards the purchase of the Property.
6. At closing, the Township will take a 25.92% interest in the Property subject to surveyed acreage and NJCF will take the remaining 74.08% interest subject surveyed acreage in the Property;
7. Subject to its statutory obligations, at or after closing, the Township will transfer its ownership interest in the Property to NJCF for ownership and management of the Property.
8. The funds which have been secured through the New Jersey Green Acres Program and the County of Hunterdon are subject, respectively, to the State’s and County’s requirements governing the grant funds.

The deed to the property shall have the following Green Acres restrictive language:
 “The lands being conveyed herein are being purchased with Green Acres funding and are subject to Green Acres restrictions as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36, as may be amended and supplemented, and the grantee herein agrees to accept these lands with the Green Acres restrictions, including restrictions against disposal or diversion to a use for other than recreation and conservation purposes.”

9. The Township’s obligations under this Cooperative Purchase Agreement are subject to the Township adopting an ordinance authorizing the purchase and re-conveyance of the Property, receipt in advance of closing of the grants from the State of New Jersey, Green Acres and the County of Hunterdon described herein and compliance by the Township with all legal obligations.
10. The Township shall have no obligations after its interest in the Property is conveyed to NJCF to manage the Property or otherwise contribute any funds to support management of the Property.

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.

ENVIRONMENTAL COMMISSION

1) 7/21/16 Revised NJ DEP Memorandum of Agreement for Rambling Pines Trails: Mayor Wang-Iverson said that this has been going on for many years, and finally Maude Snyder

at the NJ DEP agreed to shepherd it through the system. Once it is signed, work can begin on the trails in September. Alan Hershey, a trail expert, will help with the work. He also assisted on Omick Woods trails. Volunteers from D & R and others will also assist. Mayor Wang-Iverson provided specifics about the location of the one-mile trail between Route 518 and Snyderstown Road, concluding that it would be a “nice walk when completed.”

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RESOLUTION #78-16

MEMORANDUM OF AGREEMENT

between

**THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS AND FORESTRY
501 EAST STATE STREET
P.O. BOX 420, Mail Code 501-04
TRENTON, NJ 08625-0404**

and

**EAST AMWELL TOWNSHIP
1070 US ROUTE 202
RINGOES, NJ 08551**

This Memorandum of Agreement ("MOA") is between the State of New Jersey, Department of Environmental Protection, Division of Parks and Forestry (hereinafter referred to as the "Department") and the East Amwell Township Committee (hereinafter referred to as "Township").

WHEREAS, the Department acquires, holds, manages, protects, and develops lands of the State of New Jersey for recreation, conservation, cultural, and educational purposes; and

WHEREAS, the Township is the duly elected local governing body for the implementation of this MOA; and

WHEREAS, pursuant to the “Garden State Preservation Trust Act, *N.J.S.A. 13:8C-1 et seq.*, the Department, acquired a 214.047 acre conservation easement (the “Easement”) dated August 13, 2002 on land owned by IFIDA, LLC (Hunterdon County Deed Book 1202, Page 224) and designated as Block 41, Lots 44 and 45 on the official tax map of East Amwell Township, Hunterdon County (the “Property”) which easement was recorded with the Hunterdon County Clerk on September 6, 2002 in Deed Book No. 2047, Deed Page No. 1 (as Instrument No. 8384799); and

WHEREAS, the Section V.B of the Easement authorizes the Department, and its assigns, to access a portion of the Property for the purposes of trail construction and maintenance;

WHEREAS, a designated public access corridor (the “Corridor”) exists on the Property, which Corridor falls entirely within East Amwell Township and follows the course of the Stony Brook and its headwaters and is delineated on the Easement survey entitled, “Survey of Property for the State of New Jersey, Block 41, Lots 44 and 45 situated in the Township of East Amwell, Hunterdon County, New Jersey and Block 22, Lots 9 and 11 and Block 23, Lot 7 situate in the Township of Hopewell, Mercer County, New Jersey”, drawn by Edward G. Duckinfield, Jr., PLS for Reutter Engineering, Fairway Corporate Center, 4300 Haddonfield Road, Suite 115, Pennsauken, New Jersey 08109, dated June 28, 2002, Cont. No. NJDE4983, a copy of which is on file with the NJDEP under Authorization No. SA-2000-102 and a reduced copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Township has proposed, with the help of citizens and volunteers, to construct a hiking trail within the Corridor; and

WHEREAS, the Department will allow the Township, to enter onto the Property pursuant to the Easement for the purpose of constructing and maintaining a passive recreational trail (the “Trail”) within the Corridor for recreational and educational purposes, in accordance with the terms and conditions of this MOA.

NOW THEREFORE, the parties hereby agree as follows:

1. TERM OF AGREEMENT

The term of this MOA shall be for five (5) years and shall commence on the date of execution of this MOA. The MOA may be extended for consecutive five (5) year terms upon mutual agreement of the parties in writing ninety days prior to the end of the prior term. Either party may terminate the MOA in accordance with paragraph 7.

2. CONSIDERATION

The consideration for this MOA is the mutual promises contained herein, including the agreement of the Township to improve and maintain the Trail in accordance with this MOA. The sufficiency of the consideration is hereby acknowledged by the parties.

3. USE OF PROPERTY

The Township may enter onto the Property for the sole purpose of constructing, monitoring and maintaining the Trail for recreational and educational purposes as set forth in paragraph 5. At all times, the Township's use of the Property shall be in compliance with the terms of the Easement and the Department's rules and regulations, including, but not limited to, the Land Use Rules and Regulations at *N.J.A.C. 7:13* and *7:7A*.

4. OFF-ROAD VEHICLES

The Township shall ensure that the Trail cannot and will not to be used by Off-Road Vehicles ("ORVs"). ORVs are prohibited from operating on public roadways in New Jersey. *N.J.S.A. 39:3C-17(b)* prohibits the operation of snowmobiles and all-terrain vehicles ("ATVs") on public roadways. All roadways within State park and forest lands, including sand roads or wood roads, are considered public roads. In addition, Policy Directive 2002-01 issued by Commissioner Bradley M. Campbell on October 4, 2002, prohibits the use of ORVs on lands owned, managed, maintained, or under the jurisdiction of the Department with some limited exceptions.

5. CONSTRUCTION, MAINTENANCE AND MONITORING

In compliance with this MOA, the Township shall:

(a) construct the Trail, a hiking trail for recreational and educational purposes within the Corridor. The Trail shall be of a minimum practical width. In constructing the Trail, disturbance of natural vegetation and mature trees will be limited or avoided entirely if possible; wet areas will be avoided where practicable alternatives are available and stream crossings will be limited and, if necessary, the stream crossed in a way that does not obstruct water flow;

(b) promote public use of the Trail by implementing improved signage, providing and maintaining blazes on trees;

(c) create a trail map, guide and informational brochures; and

(d) maintain the Trail and boundaries as follows: i. the Trail will be kept free of ruts, holes, indentations, etc. that would create a risk, liability, or other hazardous situation on, around, or along the Trail; ii. the Township will regrade and repair any washouts along the Trail from rainstorms and install water bars, if necessary; iii. if warranted, the Township will install and maintain signage at trailheads to discourage illegal ATV or ORV use; iv. The Township will remove fallen trees and brush along the Trail; v. the Township will remove invasive species from the proximity of the Trail; vi. the Township will monitor the Trail and pick up all litter along the Trail and in the parking area within the County Route 518 right of way on a regular basis; and

(e) monitor use of the Trail by the public to ensure compliance with this MOA.

All work under this MOA shall be conducted in accordance with a design plan approved by the Department in writing ("Plan"). Any changes from the approved Plan shall be submitted to the Department for review in advance of any change.

The Township shall complete construction of the Trail within two (2) years.

The Township shall be solely responsible for and conduct all work under this MOA in a good and workmanlike manner and in accordance with all applicable statutes, regulations, ordinances, and prevailing standards as may be amended from time to time. The Township shall obtain all necessary licenses, permits, or other authorizations required to conduct the activities set forth in this MOA.

6. ASSIGNMENT

The MOA shall not be assignable.

7. TERMINATION

The Township and the Department shall have the right to terminate this MOA upon ninety (90) days written notice served by Certified Mail, Return Receipt Requested on all other parties. Termination of this MOA by any party as herein provided shall not release or discharge any (i) duty to cure a breach under this MOA or (ii) liability owed to the Department by the Township under the terms and conditions of this MOA as of the date of such termination. The Department assumes no financial responsibility under this MOA. The Department reserves the right to terminate this MOA immediately, without any advanced notice in the event of an unsafe condition or emergency not responded to by the Township in a timely fashion or should the insurance that the Township is required to maintain hereunder expire or lapse. Nothing herein conveys or implies ownership by the Township of the Property, Corridor, Easement or Trail.

8. NOTICES

All notices, reports, statements, requests, or authorizations required to be given herein shall be personally delivered or sent by first-class mail to the parties at the following addresses, unless a party has been notified of a change of address:

For the Township:

**Terri Stahl, Clerk
East Amwell Township
1070 US Route 202
Ringoes, NJ 08551**

For the Department:

**Neal Ferrari, Superintendent
Washington Crossing State Park
355 Washington Crossing Rd.
Titusville, NJ 08560**

9. BINDING EFFECT

All of the terms and conditions to be observed and performed by the parties shall be applicable to and binding upon their successors and assigns, as the case may be.

10. SEVERABILITY - WAIVER

All agreements contained herein are severable, and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this MOA shall be interpreted as if such invalid agreements were not contained herein. Should performance of one or more conditions by one party be waived by any other party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by any other party.

11. EASEMENT UNAFFECTED

This MOA shall not be construed as modifying or otherwise altering the Easement in any way, including, but not limited to, the Department's right to access the Property under the Easement. The Department, as the holder of the Easement, retains all rights and responsibilities granted under the Easement.

13. INDEMNIFICATION

The Township shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost arising, or claimed to arise, from, in connection with, or as a result of, the Township's performance, attempted performance, or failure to perform in connection with this MOA (collectively,

"performance"), regardless of whether such performance was undertaken by the Township, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. The Township (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Township shall not assert any defense which would be available to the State but not to the Township, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this MOA. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Township in writing and shall have a copy of such claim forwarded to the Township.

14. **INSURANCE:**

The Township shall maintain in force for the term of this MOA liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Township must, within thirty (30) days after the effective date of this MOA, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this MOA until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- C. Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than: (i) \$1,000,000 Bodily Injury, Each Occurrence; (ii) \$1,000,000 Disease Each Employee; and (iii) \$1,000,000 Disease Aggregate Limit.

15. **SOLICITATION**

The Township warrants that no person has been employed, directly or indirectly, to solicit or secure this MOA in violation of the provision of *N.J.S.A. 52:34-19* and that the Laws of the State of New Jersey relating to the procurement and performance of this MOA have not been violated by any conduct of the Township, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

16. **RESOLUTION**

When the Township returns this MOA, signed by the Township, to the Department for signature, the Township shall provide Department with a certified copy of the resolution adopted by the Township authorizing the execution of this MOA by the Township for the purposes of and subject to the terms and conditions set forth herein, which shall be attached to this MOA as **Exhibit B**.

17. **AMENDMENTS**

This MOA may be amended, supplemented, changed, modified, or altered only by mutual agreement of the parties in writing that shall be effective as of the date stipulated therein.

18. NO OWNERSHIP

It is expressly understood that this MOA does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other property interest in the Property to the Township.

19. ENTIRE AGREEMENT

The parties hereto agree that this MOA represents the entire agreement between the parties. The rights and responsibilities conveyed to the Township are limited to those set forth in this MOA and do not encompass the use of the Property for any other purpose. All negotiations, oral agreements, and understandings are merged herein.

20. THIRD-PARTY BENEFICIARIES

This MOA shall not create in any individual or entity the status of a third-party beneficiary and nothing in this MOA shall be construed to create such status. The rights, duties and obligations contained herein shall operate only between the parties and shall inure solely to the benefit of the parties. The provisions of this MOA are intended only to assist the parties in determining and performing the obligations set forth herein and the parties expressly agree that only they shall have any legal or equitable right to seek enforcement of this MOA, seek any remedy arising out of performance or failure to perform by one of the parties, or bring any action for breach of this MOA.

21. CHOICE OF LAW

This MOA is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.

22. DISPUTE

If there are any disputes among the parties concerning this MOA, the heads or their authorized representatives of each party shall confer to resolve the dispute.

23. AUTHORITY

By the signatures below, the parties execute this MOA and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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Motion by Deputy Mayor Sageser, seconded by Mr. Van Horn, and carried with one no vote from Mr. Mathews.

APPROVAL OF MINUTES

July 14, 2016, Minutes were approved on a motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried with one abstention, Mr. Mathews, with the following corrections: page 1, first paragraph, line 3, Mr. Mathews was absent, and line 4, the Attorney was Richard Cushing; and on page 3, paragraph 3, line 4, add "one half of" in front of "this number."

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

Dick Ginman, 125 Mountain Road, is amazed at real estate reports with values in East Amwell from \$150,000 to \$1,200,000, and "it's impressive."

Mr. Ginman thanked the governing body for all their work in trying to get the library back into East Amwell. He spoke about a comment from Freeholder Rob Walton last week, when the Freeholders were discussing a \$2,500,000 clubhouse for Heron Glen Golf Course; he felt that there were more worthy projects. Mr. Ginman thought that a library would be one. Mr. Ginman added that Mr. Walton is only one voice of five. Mr. Mathews asked if Mr. Walton made the comment about the library; Mr. Ginman said that was his comment, but that Mr. Walton thought that the clubhouse was the last thing he would have thought worthy of that amount of funding.

Rick Wolfe, 21 Rynearson Road, was present and introduced his wife, Cathy. They have a 94 acre farm and love living in East Amwell. He explained that he was driving 55 mph in a 40 mph zone on four different occasions and received four tickets, referencing interaction with the police, e.g., advising them of the reasons he should not get a ticket, including not knowing the speed limit and the speeding not causing any harm. Tickets were issued for violating the law. He spoke about violations of the law, whether inadvertently or intentionally, and whether or not they caused harm. He referenced the 1997 NJ law that allowed municipalities to submit to voters a proposition to fund six expenditures, including recreation, farmland, and historic, and being able to choose 1 – 6 of the items, with the Township being able “to use the funds exclusively authorized by the voters of the municipality,” as stated in the law. In 1998 a tax subcommittee was appointed to explore the availability of the law. He referenced the February 2, 1998, letter from Attorney Richard Dieterly outlining the six purposes and cautioning that the question be carefully worded with a trust to be set up for the items exclusively outlined in the referendum. Mr. Wolfe said that this was the first of the four 40 mph violations.

Mr. Wolfe read from the August 13, 1998 minutes, where Mr. Dieterly spoke about the ballot question and interpretive statement saying that the funds would be used for farmland and debt. This was the second 40 mph violation. Later in the meeting, Mr. Dieterly spoke about the five purposes of the funds could only be used, adding that by law the funds could be used for farmland purchase and payment of debt service, as the referendum question stated. Then he referenced the August 19 letter to the County Clerk with the inclusion of the actual drafted resolution, wherein the interpretative statement said that the money in the trust could only be for farmland and debt. This was the fourth 40 mph speed sign.

Mr. Wolfe spoke about his OPRA request for money spent from the trust fund. He felt that it was abundantly clear that the law was violated, and this was no different than traveling 55 mph in a 40 mph zone. The Township violated the law since it was only for the two purposes and is now asserting that it was inadvertent. He again referenced the four 40 mph speed signs, which he inadvertently did not see. He said that for 17 years the Township has been inappropriately spending money, adding that Ms. Gavigan advised him that she previously warned the Township about not spending the money consistently and she has a paper trail supporting this, and other people have heard her say it. Mr. Wolfe is skeptical and not pointing a finger but he was concerned that since inception for a 17 year period if this was entirely inadvertent. He felt that this was a very clear violation of the law, and now the Township was saying, “no harm, no ticket.”

Mayor Wang-Iverson asked for Mr. Wolfe’s suggestion. Mr. Wolfe did not know the ramification for violation of the law, adding that there may be people who would be extremely unhappy about using the money for things other than farmland purchase. He suggested that the Township stop moving forward and set up a committee or subcommittee under NJ law to find out what the penalty for violating the law would be, what can or cannot be done with the fund, whether funds spent on other expenditures than farmland and debt would a violation of the law, and whether the money should be put back into the trust account. Mr. Wolfe referenced the minutes from the last meeting with “a host of inaccuracies said.”

Mayor Wang-Iverson said that there was an intent to spend the money for farmland, and it was not clear why the ordinance was passed they way it was. He was unclear if there was a violation. He said that the Township found out about this in June, and effective in July the fund is only being used for farmland and debt. A question is being put on the November ballot for voters to ask if they think if the other areas are appropriate. If the question is voted down, the ordinance will be amended appropriately.

Mr. Wolfe referenced the 55 mph violation and his interaction with the police again saying that his speeding cause no harm. He said that the Township does not know the ramifications under

NJ law for the violations, and the Township was crafting its own resolution without knowing so. Mayor Wang-Iverson repeated that the Township stopped using the fund for anything other than farmland and debt since they found out about the matter; there is a question for the November ballot to ask the voters to use the fund for the other areas, and if it is not passed, the ordinance will be modified to agree with the 1998 referendum. He said that this was the advice from Attorney Cushing, and there is no other practical way to fix the matter. He also asked Mr. Wolfe if he was suggesting that the township be fined for this.

Mr. Wolfe again suggested setting up a subcommittee and change counsel since Mr. Cushing is a partner in the same firm as Mr. Dieterly.

Further comments were exchanged, including the fact that Mayor Wang-Iverson spoke with members who were on the governing body at the time of the question and ordinance. This included Les Hamilton, who was then Mayor. While Mr. Dieterly was very involved with the referendum question, he was not so involved with the ordinance. Mr. Wolfe spoke about being an attorney for 29 years and questioned whether counsel would be so involved with the resolution and question and never look at the ordinance. Mayor Wang-Iverson said that there was some speculation at the time that the ordinance was based on the version drafted by the state. It was noted for the record that in reading the 1999 minutes when the ordinance was adopted, Mr. Dieterly was present at the meeting. Mr. Wolfe said that there was a paper trail that the attorney was heavily involved.

Mayor Wang-Iverson spoke about trying to craft the cure. Mr. Wolfe did not want to see this matter swept under the carpet. Deputy Mayor Sageser said that all discussions were done in public. Mr. Wolfe said that the action being taken is inadequate, and he proposed that a subcommittee be formed and counsel retained to research under NJ law if there are any penalties for violation of the law. If nothing could be found, then a call should be made to the Attorney General's Office. Mr. Wolfe said that this "should not be sweep under the carpet," and the information for the public is inaccurate and misleading. Mr. Van Horn said that the Township Committee should not let the lawyer plead a case in this forum, and it was noted that fifteen minutes have passed. Mr. Van Horn said that he would like to conclude these comments, and he thanked Mr. Wolfe for his information.

Mr. Mathews asked that the record show that Mr. Wolfe was asked to stop talking.

Kevin Ostrander, 174 Old York Road, said that he was a 13 year resident of East Amwell, and he has a family. He likes what East Amwell has to offer, such as the school, the library, and parks, and he thanked the Township for a great place to raise a family. He is from Pennsylvania, and the Township has all the features his family was looking for, and he spoke about the township retaining a core fabric of agriculture. He is very much in favor of open space and farmland preservation.

Mr. Ostrander said that like Mr. Wolfe, he is generally disappointed about the misuse or out of scope use of the fund for maintenance or other uses on a tax approved in 1998. He said that he has made a \$125,000 tax investment in the community. He was looking for a better understanding of where the money was spent and what was the scope expenditures; he placed the OPRA request. He wanted to caution the Township Committee to slow down, adding that prior to the referendum in 1998, there was a subcommittee to consider the question to determine the tax level and ascertain voter opinion. He spoke about the need to educate the voters, and until the Township Committee understood what happened, it would be worthwhile to appoint a subcommittee for a couple of months and have the people understand that the funds will be used for preservation and open space. He liked the process in 1998 where there was input from the community, and he would like some more on the education side. He again asked that the process be slowed down to inform the voters.

Mayor Wang-Iverson agreed that there would be some education but there was an August deadline for the question. He reiterated that if the question is voted down, the ordinance would be modified to spend the money on debt and farmland only.

The Mayor agreed that there could be a presentation to the public at a Township Committee meeting. Mr. Ostrander suggested a template presentation relative to what is going into preservation and what is going into services so there would be a better idea of it. Mayor Wang-

Iverson said that for the past few years no money from the trust has been used for maintenance, and in paying off two general obligation bonds, 85% of payment is for farmland. Mr. Ostrander felt that these were good facts to inform the voters. Mayor Wang-Iverson commented on it being clear to him that in 1998 focus was on farmland and he didn't understand why the ordinance was passed the way it was. Mr. Ostrander mentioned Mr. Wolfe's point of what it means in violating the law. The Mayor also said that the Township has been operating under the ordinance with no comments from the public.

Mr. Van Horn thanked Mr. Ostrander for his constructive ideas, which were well received.

Frances Gavigan said that she was the only one here in 1998 and voted in favor of farmland preservation. She only met Mr. Wolfe while the Township Committee was in executive session tonight. She mentioned discussions that pre-dated the sitting Township Committee about funding the road department and capital things with decisions or discussions about taking the open space trust fund to find money. She has this information to provide. She added that there are still witnesses alive. She was at budget discussions when the bond was coming due in 2018, and proposals were made to double the open space tax to pay for the debt that was coming. She did not know what was sent to Mary Melfi in the question. Mayor Wang-Iverson said it was language that was in the statute and itemized in the referendum question. Ms. Gavigan suggested adding language that the rate is not going up at this time.

There was a reference made to capital projects in the question, noting that a previous version from Mr. Mathews about bonding for roads was mentioned but not utilized or acted upon. Ms. Gavigan spoke about bonding for chip and seal and the Township "not taking time to do the homework." She raised another point about the relationship between Mr. Dieterly, Ms. St. Angelo, and Mr. Cushing, who may be conflicted out, and the township paying penalties on an employee's pension of \$25,000 – she was concerned about liabilities.

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

Mr. Mathews wanted to continue speaking about the resident's concerns about the question. He mentioned that he was not at the last meeting and since he was not there, he wanted to comment on the question. He felt that the last sentence in the interpretive statement was confusing and grossly misleading and maybe inaccurate. He read the last sentence in the interpretive statement, "A yes vote also ensures the Township's ability to leverage matching grants of up to 50% of purchase price from NJ Green Acres and the Hunterdon County Open Space Trust Fund." A no vote would still guarantee for the uses that they are currently under, i.e., farmland. A reader would assume that the Township would not get money for the current use, farmland; Mayor Wang-Iverson said that it would affect open space.

Mayor Wang-Iverson said that the township has Higgins, which is open space. Mr. Mathews said that the current resolution limits use to farmland, and if there are grants we get for farmland, a no vote won't take them away for farmland. Mayor Wang-Iverson said that the potential exists that the township would not be eligible for grants for open space. Mr. Mathews felt that mixing in this element was extremely confusing to residents, i.e., not losing farmland but open space. He said that the initial intent was for farmland. Deputy Mayor Sageser said that if not passed, the Township would not be eligible for funding for properties like Higgins. Mr. Mathews said that a resident would feel that by voting no, they would not get a potential match on a farmland; he said that this was confusing. Deputy Mayor Sageser said that he was the only one of about two dozen or more people who have read the statement who was confused.

Mr. Mathews said that the Township has until Friday to send a question to the County Clerk, and he did not feel that this statement was relevant. Mr. Van Horn said the last sentence could be eliminated and he would not have a problem with that. Mayor Wang-Iverson said that he would look at it, adding that the distinction was between farmland properties, such as Manners, and open space, such as Higgins. Mr. Van Horn said that the statement would not make a difference.

Mr. Mathews was sorry that the vote on the question took place without him last month because he had a strong interest in the discussions. He said that this statement was very confusing. The Mayor again agreed to look at it, but Mr. Mathews said that it would need a vote.

Deputy Mayor Sageser disagreed, saying it is the essence of the question and it belongs in the interpretive statement; he would not support changing it. Mr. Mathews said that the essence is to correct a problem. Deputy Mayor Sageser said that the statement is correct and broadens the use; it would also insure that the Township would be eligible for the potential of matching funds. Mr. Mathews felt it was confusing.

Deputy Mayor Sageser said that if the public votes no, they do so; he said that the Township was political in preserving farmland and open space for 18 years, including mountain areas. He mentioned working with D & R a good amount and not having to use the Open Space Trust Fund. He believed that the Township’s job is education about preservation of farmland and open space, and there is a subtle difference. Without the language, you can’t get Green Acres funding. Open space is for active recreation as opposed to just preserving farmland. He mentioned that he didn’t live in East Amwell when the original vote was taken, and he didn’t know how it transpired. Deputy Mayor Sageser mentioned 18 years of experience working well for the Township. Mr. Cushing previously advised that whether it came from regular taxes or open space taxes, it was Township money. To pay back the open space fund, it would come out of general revenues. He said, “Nobody was stealing from the fund.” He concluded that it was a helpful statement, but he believed most people will not read the full statement.

Mr. Mathews made a motion to remove the last sentence in the interpretive statement. There was no second to this motion.

CONSENT AGENDA ITEMS

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HARVEST FEST AT THE AMWELL VALLEY FIRE COMPANY, SEPTEMBER 10, 2016,
2016 ABC SOCIAL AFFAIRS PERMIT

RESOLUTION #79 -16

BE IT RESOLVED by the Township Committee of the Township of East Amwell, County of Hunterdon, State of New Jersey, that they have no objection to a Social Affairs Permit being granted to the Amwell Valley Fire Company, 22 John Ringo Road, Ringoes, NJ 08551 for an event to be held on their property on September 10, 2016.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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HARVEST FEST AT THE AMWELL VALLEY FIRE COMPANY, SEPTEMBER 10, 2016,
FIREWORKS PERMIT

RESOLUTION #80-16

WHEREAS, there is a Harvest Fest in East Amwell Township held each fall at the Amwell Valley Fire Company in Ringoes; and

WHEREAS, there has been a request for a resolution of approval from the governing body of the Township of East Amwell to have a fireworks display at the event; and

WHEREAS, an application for a permit to the New Jersey Department of Community Affairs, Division of Fire Safety, has been made by the Amwell Valley Fire Company for a fireworks display on Saturday, September 10, 2016;

WHEREAS, Garden State Fireworks, a New Jersey operator approved by the Amwell Valley Fire Company, will be displaying the fireworks and complying with the requirements of the New Jersey Division of Fire Safety’s permit; and

WHEREAS, a certificate of additional insured has been obtained from the Amwell Valley Fire Company’s insurance carrier, naming East Amwell Township to their coverage;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of East Amwell that they grant permission for the public fireworks display in the municipality at the 2016 Harvest Fest.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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ABC SOCIAL AFFAIRS PERMIT FOR NJ CAR FOR AN EVENT TO BE HELD AT THE RIDGE AT BACK BROOK ON SEPTEMBER 14, 2016

RESOLUTION #81-16

BE IT RESOLVED by the Township Committee of the Township of East Amwell, County of Hunterdon, State of New Jersey, that they have no objection to a Social Affairs Permit being granted to NJ CAR, 856 River Road, Trenton, NJ 08628 for an event to be held at The Ridge at Back Brook on September 14, 2016.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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ABC SOCIAL AFFAIRS PERMIT FOR ST. PETER’S FOUNDATION FOR AN EVENT TO BE HELD AT THE RIDGE AT BACK BROOK ON SEPTEMBER 12, 2016

RESOLUTION #82-16

BE IT RESOLVED by the Township Committee of the Township of East Amwell, County of Hunterdon, State of New Jersey, that they have no objection to a Social Affairs Permit being granted to St. Peter’s Foundation, 254 Easton Avenue, New Brunswick, NJ 08901 for an event to be held at The Ridge at Back Brook on September 12, 2016.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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GAMES OF CHANCE LICENSES FOR MATHEW BEAR, DBA GOOD STUFF, FOR FOUR GAMES AT THE AUGUST 24-28, 2016 4H FAIR IN RINGOES

RESOLUTION #83-16

WHEREAS, South County Park, property belonging to the County of Hunterdon, is located in the Township of East Amwell, and

WHEREAS, South County Park is now the location of the annual Hunterdon County 4H Agricultural Fair, and amusement games play an important part in the entertainment at the Fair;

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of East Amwell approves the following amusement game application, upon verification by the Clerk that they are conforming to local ordinances and state regulations:

Applications AG #16-03; AG #16-04; AG#16-05; AG#16-06

Mathew Bear, DBA Good Stuff, 96 Cold Spring Rd,
Allentown, PA 18103
Hunterdon County 4H Fair/South County Park/ 1207 Route 179,
Lambertville, NJ 08530
August 24-28, 2016 from 10 a.m. – 10 p.m.
Bust 3 Balloon Game; Crazy Can; Monkey Head Ball Toss;
Long Range Basketball

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 these resolutions.

PUBLIC HEARINGS/INTRODUCTION OF ORDINANCES

Public Hearings:

ORDINANCE 16-05: AN ORDINANCE AUTHORIZING THE PARTICIPATION IN THE PURCHASE AND CONVEYANCE OF PROPERTY DESIGNATED AS BLOCK 35, LOTS 10, 12, AND 60

Mayor Wang-Iverson explained that this is a requirement from Green Acres and explains how to use the money for ancillary costs, surveys and environmental work. Green Acres will only reimburse the Township for costs. Additionally there had to be some rewording of the ordinance, and it will be introduced again as Ordinance 16-07. The changes are based on more current information available about the acquisition, but the main change is that ancillary costs will come from the capital improvement fund and reimbursement will be from NJCF and RHA.

The meeting was open to the public for comments.

Dick Ginman, 125 Mountain Road, said that from his first year on the Farmland/Open Space Preservation Committee, there had been talk about the acquisition of the Higgins property. The property is “all over” and as a result, there was concentration on preserving in Somerset and nothing in East Amwell. He mentioned the property being looked at, and it is very interesting, including already having trails on it. He believed that the Amwell Valley Trail Association maintains trails on the property, and these parcels are only one piece of the full parcel to be acquired in East Amwell. He said, “We hardly endorse this acquisition.”

Frances Gavigan said that the Amwell Valley Trail Association does support the trails on the property and they are wonderful. She hardly supported acquiring it. She did not know what the acquisition would do for the gun club using the property. She believed that two-thirds of the community would not be opposed to this acquisition.

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

Mayor Wang-Iverson said that the intent was to introduce a new conveyance ordinance, but the public hearing had to take place on the published ordinance. No action would be taken on this ordinance, and it would not be adopted.

Introduction of Ordinances:

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EAST AMWELL TOWNSHIP
ORDINANCE 16-06

ORDINANCE 16-06: AN ORDINANCE OF THE TOWNSHIP OF EAST AMWELL, COUNTY OF HUNTERDON, NEW JERSEY, AUTHORIZING THE ACQUISITION AND CONVEYANCE OF THE PROPERTY DESIGNATED AS BLOCK 35, LOTS 10, 12, AND 60, COMMONLY REFERRED TO AS HIGGINS PROPERTY, A JOINTLY FUNDED PROJECT WITH THE NEW JERSEY CONSERVATION FOUNDATION AND RARITAN HEADWATERS ASSOCIATION, AND APPROPRIATING \$20,000 FROM THE CAPITAL IMPROVEMENT FUND

WHEREAS, the Township has been approved for a \$310,000 Green Acres Municipal Grant Award and a \$440,000 Hunterdon County Grant Award to partially fund its participation in the acquisition of the Higgins property; and

WHEREAS, the amount of the Hunterdon County Grant Award may change depending upon the fair market value of the property to be determined; and

WHEREAS, the Township shall be required to cover soft cost up to \$20,000.00 towards the acquisition of the Higgins Property; and

WHEREAS, at or after closing, the township will transfer its interest in the Higgins property to the New Jersey Conservation Foundation for ownership and management of the Higgins property as a part of the larger preserve in the Sourland Mountains;

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

1. The real property being acquired is to be used for the public purpose of open space.
2. This ordinance shall take effect after publication and passage according to law.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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

Introduced:
Adopted:

+++++ Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously to introduce Ordinance 16-06.

The ordinance will be published in the August 18, 2016, issue of the Hunterdon County Democrat, and the public hearing will be set for the next regular Township Committee on September 8, 2016, at 7:30 p.m.

AN ORDINANCE AUTHORIZING THE PARTICIPATION IN THE PURCHASE AND CONVEYANCE OF PROPERTY DESIGNATED AS BLOCK 35, LOTS 10, 12, AND 60

WHEREAS, the Township of East Amwell (the "Township") wishes to participate with the New Jersey Conservation Foundation ("NJCF") in the acquisition and preservation of approximately 152 acres of land designated as Block 35, Lots 10, 12, and 60 on the Township Tax Map, located on Wertsville Road, and commonly referred to as the Higgins Property; and

WHEREAS, the Township has been approved for a \$310,000 Green Acres Municipal Grant Award and a \$440,000 Hunterdon County Grant Award to partially fund its participation in the acquisition of the Higgins Property; and

WHEREAS, the amount of the Hunterdon County Grant Award may change depending upon the determination of the fair market value of the property and of the surveyed acreage; and

WHEREAS, the Township shall be required to pay \$300,000 of the Green Acres Municipal Grant Award and \$440,000 of the Hunterdon County Grant Award toward the purchase price of the Higgins Property at closing; and

WHEREAS, the Township shall be required to pay ancillary costs not to exceed \$20,000, due upon receipt of invoices, which shall later be reimbursed through its Green Acres Municipal Grant Award and by NJCF; and

WHEREAS, although the Township shall be required to pay \$20,000 of municipal funds upon closing, such funds will be reimbursed and; these closing costs will be funded prior to reimbursement by a separate ordinance using the township's capital improvement fund; therefore, no Open Space Tax monies shall be utilized for this purchase; and

WHEREAS, upon closing the Township will take an amount of interest in the Higgins Property as required by the New Jersey Green Acres Program; and

WHEREAS, at or after closing, the Township will transfer its interest in the Higgins Property to NJCF for ownership and management of the Higgins Property as part of a larger preserve in the Sourland Mountains; and

WHEREAS, the New Jersey Local Land and Buildings Law, N.J.S.A. 40A:12-3 *et seq.* requires adoption of an ordinance to authorize the participation in the acquisition and then conveyance of the Higgins Property to NJCF; and

WHEREAS, it has been recently discovered that the Township's Open Space Ordinance is inconsistent with a prior ballot question, and

WHEREAS, due to this inconsistency, no funds from the Township's Open Space Tax will be used for this purchase;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Committee of the Township of East Amwell, the County of Hunterdon, as follows:

SECTION 1. Subject to the availability of funds described herein, the Township is hereby authorized to participate in the acquisition of the Higgins Property as referenced hereinabove and following acquisition, the conveyance such property to NJCF.

SECTION 2. The Mayor and Clerk are hereby authorized and directed to take all necessary actions and execute all necessary documents, including but not limited to the Cooperative Purchase Agreement, deed of conveyance, HUD-1 settlement statement, affidavit of title, and such other closing documents in order to authorize both the acquisition and conveyance of the Higgins Property.

SECTION 3. This Ordinance shall take effect after final passage and publication as prescribed by law.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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

Introduced:

Adopted:

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Mayor Wang-Iverson explained that the ordinance talks about ancillary costs, which will be reimbursed by RHA and NJCF. The Township has to pay up front and money will be reimbursed. Percentages of Township ownership were modified with the language being general. It is around 25% but an exact figure won't be available until the survey is completed. In the 3rd "whereas," the Hunterdon County grant amount will change based on fair market value and total surveyed acreage. Language that no open space trust funds is also included in the ordinance.

Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously to introduce Ordinance 16-07.

The ordinance will be published in the August 18, 2016, issue of the Hunterdon County Democrat, and the public hearing will be set for the next regular Township Committee on September 8, 2016, at 7:30 p.m.

SPECIAL COMMITTEE REPORTS - None

UNFINISHED BUSINESS

TOWNSHIP ADMINISTRATOR'S UPDATE

1) Zion Road Project: Mr. Matheny reported that the top coat, driveway aprons, lines, piping, and stop signs are in place, and the contractor will be back to do some clean up, including picking up leftover stones, removing porta-johns, and barricades. There have been some resident complaints, and the engineer is checking on them. He concluded that work "is just about complete."

2) Policy Manual Revisions for Policies 4.4 Courses, Seminars, Membership Fees and Mileage Compensation and 5.5 Stormwater Review Procedures: Mr. Matheny reminded the governing body that they spoke about this at the last meeting. Policy 4.4 applies, in part, to an employee who goes for certification classes paid by the Township. He added that certification pertained to employees in Category A, and if the Township pays, the employee must stay in East Amwell for a period of time. If the employee receives full certification, they would have to stay on staff for two years. Additionally, for each \$1,000 the Township pays for classes, the employee must stay for six months with a maximum cap of two years. Mr. Matheny explained that this policy parallels with police officer training, highlighting how some police officers would leave a position in a municipality after they paid for their training to get more money elsewhere. The previous policy did not have any language about remaining in the Township.

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RESOLUTION #84-16

BE IT RESOLVED by the Township Committee of East Amwell Township that they hereby adopt an amendment to Policy 4.4 regarding Courses, Seminars, Membership Fees, and Mileage Compensation, effective August 11, 2016.

By Order of the Township Committee,

David Wang-Iverson, Mayor

+++++
Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously to adopt Policy 4.4.

Mr. Matheny explained the background of Policy 5.5, Stormwater Review Procedure, saying that it was in place for a period of time, but a previous Zoning Officer did not use the checklist. After Ms. Carluccio’s presentation last month, Mr. Matheny looked at the policy again. He met with the Zoning Officer and Maria Andrews (Zoning Secretary) and spoke to Engineer Dennis O’Neal; all are satisfied with the language and checklist with some modifications being made to the previous version.

Deputy Mayor Sageser asked about the stormwater management review’s applicability to operating farms and the need to be reviewed by the engineer. He mentioned the expense involved for farms, including items such as riding arenas. He asked if the Engineer could provide a summary of what items would not be sent to him. He noted costs to a previous applicant that were not really necessary.

Mr. Matheny will ask the Engineer about a simplified process. He mentioned that Engineer O’Neal is the Stormwater Coordinator, and the Zoning Officer said that stormwater regulations are not his jurisdiction. The process was put in place so that the Zoning Officer can review smaller projects, such as a small shed and small acreage projects; he added that it was more complicated with the size of a farming operation. He also noted that all stop work orders would go through the Engineer. Deputy Mayor Sageser felt that it was important to get a shortened list of requirements, which were thorough and clear. Mr. Matheny agreed, but he said that this would not invalidate the process and asked for the policy approval. He added that the Engineer is satisfied with the policy, and if there were any changes, the Township Committee could adopt a revised policy.

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RESOLUTION #85-16

BE IT RESOLVED by the Township Committee of East Amwell Township that they hereby adopt an amendment to Policy 5.5 regarding Stormwater Review Procedure, effective August 11, 2016.

By Order of the Township Committee,

David Wang-Iverson, Mayor

+++++
Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously to approve Policy 5.5. Mr. Matheny will check with the Engineer on a summary of the applications to be sent to him.

3) SAFE in Hunterdon: Mr. Matheny said that the organization went directly to the Construction Office in West Amwell to obtain permits, and West Amwell called him to sign the permits as the owner of the property. The intent is to replace a deck with stairs to the second floor. Also an existing bathroom will be divided into two, and a laundry room installed. There is no cost to the Township for these changes with work being done by Habitat to Humanity and others. The Zoning Officer is working on the permit, which will then be sent to the Construction Office. Mr. Matheny asked the Committee if they wished the work to be done. Deputy Mayor Sageser mentioned having a long-term lease on the property and obtaining COAH credits for it. Mr. Matheny was looking for a resolution to authorize the signature on the building permits for this work.

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RESOLUTION #86-16

BE IT RESOLVED that the Township Committee of the Township of East Amwell hereby authorizes Township Administrator Timothy Matheny to sign construction permits for

deck/stairs and bathroom/laundry room for Township property being leased by SAFE in Hunterdon.

By Order of the Township Committee,

David Wang-Iverson, Mayor

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

4) Clawson House, Phase III Bid Update: Mr. Matheny said that there would be a pre-bid conference on August 17 at 11 a.m. at the House; although not mandatory, the Township recommends attendance. Bid opening will be on Wednesday, August 24, at 11 a.m. Money for the project is coming from a county grant and private contributions.

The Clerk wanted to confirm with Ms. St. Angelo that she spoke with the CFO about the County funds going into the Open Space Trust Fund as a conveyance or whether the CFO would have to prepare a Chapter 159 resolution. As explanation, a Chapter 159 resolution allows the money to be added to the Township's budget to make expenditures.

Ms. St. Angelo agreed that the statute talks about the tax levy, and that it would be possible for the grant money to go in and out of the fund as a pass through with very clear accounting to show that no taxpayer levy funds were being used. Mr. Mathews was not comfortable with this option.

It was noted that the County has not approved the grant yet, and there was a timing issue with awarding bids. A Chapter 159 resolution would require a time process. Deputy Mayor Sageser said that the Township Attorney has recommended this process. Mr. Mathews asked that it be verified with the State that this was appropriate use of the fund. He would like to see the attorney make this call.

After some comments on this were exchanged, Ms. St. Angelo suggested that the CFO make the call, and if the CFO needed her help, she would then assist. It was also noted that the CFO spoke with the auditor about this, and he was satisfied with using the trust fund to hold and expend the funds.

Motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried with one no vote from Mr. Mathews to move funds for the Clawson House into the open space trust fund, as recommended by the attorney, and have the CFO keep separate accounting so that it is very clear that the grant is being used through the fund as a conveyance vehicle.

5) Bocce Ball Court at Clawson Park: The request from an Eagle Scout to build the bocce court was approved by the Clawson Park Advisory Committee and the Recreation Committee. Players would be bringing their own balls. A concern raised was the proposed location, which may be near a proposed rain garden. A recommendation was made to have the Eagle Scout (Joseph Hornsby) work with Steve Souza of Princeton Hydro and the Eagle Scout that he is working with (on the rain garden) to determine location. Mr. Matheny noted that this is the third Eagle Scout project in Clawson Park.

6) Cider Mill Bridge: Mr. Matheny said that a truck went over the bridge and hit the top. He has spoken with Tom Mathews at the County about this, and they know that it was a tractor trailer that hit the top since the rig lost some lights at the scene. The bridge was reopened after a couple of days, but in a few weeks, it will be closed during the day for a number of days so that the structure can be repaired. Deputy Mayor Sageser asked if any long range plans about replacing the bridge were mentioned; Mr. Matheny said no.

MAYOR'S UPDATE

1) Special Events Ordinance: Mayor Wang-Iverson said that the intent of the ordinance is to deal with traffic, health, and safety issues for the public, and is not to look at events such as wedding receptions on private property. As an example, he spoke about living near Black River Farm, which holds lots of horse events and is all self-contained on the property. He also mentioned not hearing any issues with Unionville Vineyard, who held, for example, a big event in May. He was looking for a reasonable threshold for an activity to require a permit, e.g., number of people, whether it is self-contained, can you get cars onto a property, etc. He is still reading ordinances, and he had materials put in the Share File for the governing body members to review.

Mayor Wang-Iverson said that the Bedminster ordinance was a good model, not too detailed. He did not want to micro-manage events, and he just wanted to know what was occurring in the Township in order to have some input into activities, e.g., traffic issues or parking on the street. He mentioned an issue of parking on the road during a Unionville Vineyard event because the roads are not very wide.

The Mayor will do a "mash-up" rough draft for the next meeting as a starting point. He also spoke about being concerned about agri-tourism and working with the County Agriculture Development Board (CADB). He noted that the Township's two vineyards are participating in a state pilot program, and CADB feedback would be helpful if the Township is working on an ordinance. Mayor Wang-Iverson asked for comments.

Deputy Mayor Sageser thought that it would be helpful to obtain information in a broader format with a subcommittee, including the Administrator and Zoning Officer since the Zoning Officer had information from Princeton. He spoke about getting specific thresholds for traffic, health, noise, and nuisance that might apply. He said that the Township has open space and farmland, and the driving force is a major golf event. Mayor Wang-Iverson said that the barn party last year was also a consideration. He said that the Township has to consider agri-tourism and ways for farmers to supplement their income. He again mentioned the pilot program for vineyards, allowing activities not related to winemaking to provide up to 50% of an income supplement. He felt that the Township must be prepared for this and encourage it if they can while keeping primarily to farming first. He believed that the Township should be aware of what was going on in the Township and make sure that there were no safety, health, or traffic issues. He agreed that the Princeton ordinance was a good one too.

Deputy Mayor Sageser noted that the Township has no police enforcement; Deputy Mayor Wang-Iverson said that the State Police would assist. Mr. Matheny said that the State Police would use a local ordinance for enforcement; Deputy Mayor Sageser asked if the Police would provide input into an ordinance. Mr. Matheny spoke about State Police assistance during the the recent PGA tournament at Balustrol Golf Course; the forces came from Trenton with major force material. He did not believe they would get involved with input for small town issues.

Mr. Van Horn suggested that the Mayor do a "mash up" ordinance and look at appointing a subcommittee at the next meeting.

KLEINSCHMIDT PROPERTY UPDATE, BLOCK 17, LO1, 2 OLD YORK ROAD

Mayor Wang-Iverson said that the title search revealed that Mr. Kleinschmidt is deceased, and there is no information available about family or relatives who might have interest in the property. The challenge is to find money to do the clean up on site.

OPEN TO THE PUBLIC

Frances Gavigan spoke about an OPRA request, indicating that she cannot find any adjustment to the water testing protocol at The Ridge with the property owner only testing once a year while an approved resolution required testing in May-June, August, and December or three testing events a year. There was a Dr. Myer from NJ DEP who worked on test protocol, and she hoped

that he would have input when the matter comes to the Planning Board. She stated that according to her records, there is no compliance with the testing protocol.

Ms. Gavigan mentioned approved minutes in Clinton Township where they have used Open Space money for COAH housing property, which she found interesting. She mentioned that there were no posted Planning Board minutes on their website this year although there are audio tapes.

Ms. Gavigan mentioned a water issue on Wertsville Road between Rileyville and Runyon Mill Road near a new driveway installed after the road repair. Mr. Matheny took the information down to report.

Ms. Gavigan spoke about attending a seminar with others on 501c3 usage with donations and in-kind items, including getting people to donate or provide professional fees, which can be deducted and improve Clawson House. She mentioned a project in Lebanon Township, which was done with donations and in-kind contributions. She thought that this was useful going forth with the addition to the house and soliciting donations. The donations would then be given to the 501c3 with the organization providing necessary paperwork to the donators.

Ms. Gavigan suggested looking at the ordinance for right to farm, mentioning Ann delCampo still having legal costs related to her property. Ms. Gavigan said that Ms delCampo needs support and resolution in a case involving an assignment judge. She told Mr. Wolfe, in the audience, that she would put him in touch with the person.

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

Mr. Mathews referred to the narrative on the farmland/open space map that was included in the tax mailing, asking when the language was approved. Mayor Wang-Iverson said that the language was in there from the beginning, and the one phrase regarding open space funding was removed with the rest of the text remaining the same.

ADMINISTRATIVE REPORTS

CFO PASQUA:

There were no resolutions from the CFO.

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

TAX COLLECTOR HYLAND presented her monthly report.

Tax Collector Resolution:

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RESOLUTION # 87-16

WHEREAS there has been a redemption made for Tax Sale Certificate #201503, Block 16, LOT 15.02, Old York Road, sold on October 22, 2015 to US Bank Cust for Pro Cap 4 LLC and,

WHEREAS the amount of \$11,711.53 has been collected from Ocwen Financial Corporation for the redemption of this Tax Sale Certificate #201503,

THEREFORE, BE IT RESOLVED that a check in the amount of 11,711.53 be prepared and the Mayor, Treasurer and Clerk be authorized to sign this check and that it be mailed to US Bank Cust for Pro Cap 4 LLC.

US Bank Cust for PC 4 LLC
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 Mr. Van Horn, seconded by Deputy Mayor Sageser, and carried unanimously to approve the resolution.

There were no other comments on the administrative reports.

CORRESPONDENCE

Correspondence was noted without comment.

ADJOURNMENT

There being no further business, motion by Mr. Van Horn, seconded by Deputy Mayor Sageser, and it was carried unanimously to adjourn the meeting at 9:26 p.m.

Teresa R. Stahl, RMC/CMC
Municipal Clerk