

1. CALL TO ORDER

Mayor Mazza called the meeting to order at 7:00 p.m.

- 2. **"Sunshine Law" Announcement-** Adequate notice of this public meeting has been provided by Annual Notice; published in the Hunterdon Democrat and Courier News; posted on the public bulletin board and on file in the Municipal Clerk's Office.

3. FLAG SALUTE

4. ROLL CALL

	Present	Absent
Mr. Severino	x	
Mr. Mazza	x	
Mr. Hirt	x	
Mr. Stiger		x
Mr. Stothoff	x	

Also, present J.P. Jost, Attorney; Robert Clerico, Engineer; Grace Brennan, CFO and Ella M. Ruta, Municipal Clerk.

5. APPROVAL OF PRIOR MEETING MINUTES

- a. Regular and Executive Session Meeting Minutes of December 18, 2019

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Severino	x		x			
Mr. Mazza			x			
Mr. Hirt		x	x			
Mr. Stiger						x
Mr. Stothoff			x			

Motion carried

6. VISITORS

Item added to the Agenda – State Trooper Sergeant Walsh Reported the following:

- Provided a copy of monthly statistical report to Township Attorney Cecil
- In response to Mr. Severino’s email, speeding on Cooks Cross Road has been addressed.
- Burglaries in neighboring communities. Emphasized importance of locking vehicles
- Local school lockdown because of a false alarm

Mr. Stothoff asked if State Police received complaints about mud being brought on Route 173 from local quarries. Sergeant Walsh said there were no complaints received at Perryville Barracks.

Justine Maglio said there is an excessive problem with trucks speeding on Frontage Road. Sergeant Walsh said they would monitor the road.

Mayor Mazza asked Sergeant Walsh if he knows how to change information about a specific road on Google Maps. He said he would look into it.

Ms. Maglio said information can be updated through Google’s website.

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a. Brass Castle Estates Homeowner's Association

Alan Thompson, president of Brass Castle HOA stated he would like to present two issues to the Committee with regard to the development. First is to review the Township's position on resurfacing four roads within the development in 2020. Secondly, to request assistance to alleviate unauthorized parking of vehicles, especially on Groom Road.

Mayor Mazza stated that the Township adopted a Parking Ordinance addressing the issue of parking on the side of the street in the winter. He said if the vehicle is still parked on Groom Road, it could be towed. Mr. Thompson explained that in the summer time a car is parked on the lawn in the common area, adding grass replacement costs to the Association.

With regard to resurfacing roads in Brass Castle, the Committee will be considering that during the 2020 budget discussions. Mayor Mazza asked Engineer Clerico to provide more information. Engineer Clerico said an assessment of conditions of various roads in the Township was prepared. It ranked from lowest to the highest condition of the road. He also said that reassessment should be done as to the current conditions in Brass Castle.

Mr. Stothoff said Engineer Clerico prepared a thorough review and estimate so the Township could develop an accurate construction estimate to move forward with the project when funds are available.

Mr. Thompson asked if a project to repair roads in Brass Castle would be considered this year. Mr. Stothoff said that it is not the commitment for this year. He said the Township was fortunate for the last couple of years to receive a State Aid Grant for 300 to 400 thousand dollars for resurfacing and repaving Frontage Road and Baptist Church Road. Grants are great, he said, but the Township is responsible for a portion of the contract amount. Mr. Stothoff said the Committee will make an effort to accommodate the request through the budget.

Mr. Thompson asked when the Committee would be making a decision regarding Brass Castle. Mayor Mazza said a first budget meeting is scheduled for February 5th and everyone is welcome to attend.

7. REPORTS RECEIVED – Acknowledged and briefly discussed

a. Road Dept.- Week Ending; 12/27/19; 01/03/2020

Mr. Stothoff said he noticed on the report the DR&F staff is driving to pick up orders to repair/maintain various vehicles/equipment. He stated that most businesses offer free delivery and the Foreman should take advantage of the service. Mr. Stothoff will contact Foreman Fleming regarding the issue.

b. Animal Control Officer – December 2019

Mr. Stothoff questioned removal of bat from private residence by the Animal Control Officer. Mayor will contact Ms. Roerig about the matter.

c. Municipal Court – December 2019

d. Public Safety Director – submitted a written report

- Mr. Strauss mentioned he talked to Sergeant Walsh with regards to guidelines/regulations for emergency responses to Route 78.
- Mr. Strauss said the millings along NS Railroad Tracks were cleaned up; however, there is damage to the grass area. Will follow up.

e. Engineer's Report

- Following communication with the County, signs alerting trucks about height and weight limits were posted near Baptist Church Road. Issue briefly discussed. Mr. Stothoff offered to look into updating Google Maps.
- Discussed Grants received for two sections of Baptist Church Road with the Mayor and the CFO about starting initial fieldwork and concept plan. Emphasized that one of the Grants require the contract be awarded by the end of March 2021.
- Said the firm of Van Cleef Engineering is willing to perform perc witnessing under the current charges
- Will issue a memo regarding speed limit signs on Van Syckles Road. Mr. Stothoff asked about speed limits on various roads. Topic briefly discussed.

8. CORRESPONDENCE/WRITTEN COMMUNICATIONS

Mr. Stothoff mentioned the following correspondence:

- DEP Advisory regarding importation and exportation of soil and fill in the Township. Will distribute information to Committee members and Township Engineer

9. PUBLIC COMMENTS –

Patti Ventura, a resident from the Brass Castle Development expressed great concern about hazardous conditions of some of the roads in Brass Castle. She said riding a bike or even walking a dog is unsafe. She also questioned, as the owner of an Excavating Company, what the \$300,000.00 Grant would pay for. Mayor Mazza and Engineer Clerico addressed some of the issues brought up by Ms. Ventura.

Mike Jeffery, a resident talked about excessive speed as well as unsafe conditions on Frontage Road since both quarries have been opened. He said softball size objects and mud are left on the road. Notified NJ DOT numerous times without a response. Since the road is a State road, he never submitted an official complaint to the Township, but would appreciate if the Township looked into the matter.

Marguerite Birch, a resident from Brass Castle said the Township's snowplows are driving through the Development on Sunday with no snow on roads. She distributed pictures from last winter to the Committee. Mr. Stothoff said the Committee will review the issue and asked moving forward to contact the Committee or report it at the Township Committee meeting.

Mr. Birch asked if there is money for plowing where plowing is not needed. Mr. Stothoff reiterated that comments be timely in the future. Mr. Birch also asked how the road projects are funded. Mayor Mazza stated the Committee is transferring money to the Capital Fund every year to avoid borrowing.

Michelle Nic from Wyckoff Drive asked where on the priority-ranking list of road projects prepared by the Township Engineer Wyckoff Drive would be. The Clerk will provide the document to Mr. Nic.

Joe Groanan, 64 Wyckoff Drive, expressed his support for prior speakers.

Bruce Feld, owner of the Liberty Quarry received a telephone call from Mr. Stothoff about mud on Frontage Road. Mr. Feld said they purchased a street sweeper and are sweeping twice a day to keep the road clean. He also stated the ground did not freeze, which does not help with the problem. He pointed out the fact that there are trailer trucks going to Pilot using the road.

Mr. Severino asked about complaints regarding rocks on the road. Mr. Feld said his staff is constantly checking the road for rocks.

Mayor Mazza asked about washing truck tires before exiting the Quarry. Mr. Feld emphasized again they are doing their best to deal with the problem.

10. PUBLIC HEARING

11. OLD BUSINESS

12. NEW ORDINANCES - 1st Reading

13. NEW BUSINESS

CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine by the Township Committee and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the consent Agenda and will be considered separate.

- a. **RESOLUTION #2020-20:** Appointment of Independent Registered Municipal Advisor “of record” (Continuing Disclosure Agent Services) – Phoenix Advisors, LLC

**2020 AGREEMENT for
CONTINUING DISCLOSURE and
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

THIS AGREEMENT, valid for the calendar year noted above, (the “Agreement”) by and between Union Township, 140 Perryville Road, Hampton, NJ 08827-9717 (the “Issuer”), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 (“Phoenix Advisors”) for the provision of professional services as more fully described in the accompanying Scope of Services.

WITNESSETH:

WHEREAS, the Issuer has heretofore agreed through the execution of Continuing Disclosure Agreements (“CDAs”) in connection with one or more bond issuances to provide specific financial and other information and notices, within specified timeframes, to the marketplace in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

WHEREAS, Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) governs the many aspects of continuing disclosure; and

WHEREAS, Phoenix Advisors provides continuing disclosure agent services, has the expertise as Continuing Disclosure Agent (“Disclosure Agent”), and has hereunder been appointed by the Issuer to serve as its Disclosure Agent until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, Phoenix Advisors, being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), provides professional municipal advisory services and has heretofore been appointed by the Issuer to be its Independent Registered Municipal Advisor (“IRMA”) and to offer such municipal advisory services as may be requested until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Issuer.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

Section 1 - CONTINUING DISCLOSURE SERVICES

- I. The Issuer's Disclosure Agent will assist the Issuer in meeting the secondary market disclosure obligations delineated in relevant CDAs as specified under the Rule, including any required posting of material event ("Event") notice.

The Issuer understands and acknowledges that its full cooperation is requisite to the Disclosure Agent's success assisting the Issuer in maintaining compliance with its CDAs and requirements of the Rule. The Issuer agrees that it will:

- i. Supply all documents required to be filed under its CDAs to the Disclosure Agent promptly, when available.
 - ii. Notify the Disclosure Agent immediately of any Event requiring the filing of a notice under the Rule or its CDAs.
- II. This Agreement applies to bonds issued since the effective date of the secondary market disclosure requirements of the Rule unless said bonds are exempt under the Rule.
- III. Phoenix Advisors will perform such services relating to its role as the Issuer's Disclosure Agent to a professional standard. Described below is the scope of the Disclosure Agent services and methodology:
 - i. **Codify Issues That Are Subject to Continuing Disclosure**
To make timely and accurate disclosure filings on the MSRB's Electronic Municipal Market Access Data Port website ("EMMA"), the Disclosure Agent will obtain and examine the Issuer's Official Statements relating to the outstanding bond issues to research the requirements found in the CDAs.
 - ii. **Security Setup**
We enter in our proprietary database details of each outstanding issue and its filing obligations. This security setup applies our database functionality to your issues.
 - iii. **Review Data contained in Official Statements**
The Disclosure Agent reviews the Issuer's Official Statements for information concerning disclosure obligations and discusses with the Issuer its filing or reporting obligations. Our review will include other financial obligations undertaken of which we are aware.
 - iv. **Monitor, React and Meet Filing Deadlines**
The schedule of filing dates for outstanding bond issues is part of our database to ensure that required filings are made. We monitor each client's different deadlines to ensure timely filing of necessary documents. Our proprietary database produces ongoing reports that are used to alert the Issuer to approaching filing deadlines providing an essential safeguard for the timely filing of continuing disclosure information.

The Disclosure Agent endeavors to gather required documents from public sources, e.g., state and local websites, to lessen the client's burden. Phoenix Advisors takes a proactive approach to client service. When we must obtain documents from clients, we provide email reminders sufficiently well in advance of upcoming deadlines, then follow up as necessary until completed on EMMA.

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- v. **File Financial and Operating Data to Meet Your Obligations**
In addition to filing Audited Financial information, CDAs require the filing of Operating Data. If the operating data is prepared with the assistance of the Disclosure Agent, the report will typically contain information consistent with the statistical data found in relevant Official Statements. This process often requires collaboration with the issuer and other of the issuer's retained professionals.
- vi. **File Documents Uniformly, Accurately, and Promptly**
EMMA is a powerful resource for investors, analysts, and, importantly, underwriters that bid on debt issues. Easy identification on EMMA of filed documents is essential. The Disclosure Agent uses consistent naming and filing conventions, applying clear descriptive titles to filings, and correctly associates them with the right CUSIP on EMMA. The result is a uniform and logical chronology of data where EMMA users can easily find what they need.
- The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt. However, we file most documents on the same business day they are received.
- vii. **Confirm Filings to Client Promptly**
The MSRB generates a submission confirmation for all disclosure filings made on EMMA. The Disclosure Agent will promptly send the Issuer an email copy of the MSRB's proof of required, voluntary, or Event filings made on the Issuer's behalf.
- viii. **Coordinate and Submit Voluntary Information**
Voluntary filings are proper because the marketplace is hungry for information. We gather documents including Budgets, Debt Statements, and unaudited financials from issuers then file them as voluntary submissions. The more information, carefully labeled, the Issuer provides, the more professional and forthcoming their appearance is to market participants.
- ix. **Monitor Need for Material Events and Timely Filing of Notices**
There is a significant list of items that regulators deem to be Events, whose occurrence, require a notice to be filed within ten (10) business days of the Event on EMMA. The occurrence of an Event is not apparent to those who are not directly involved with a transaction or with the Issuer's financial operations. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable Event.
- x. **Actively Monitor Issuer Rating Changes**
Rating changes are events that require Event Notice filing on EMMA. The Disclosure Agent's staff endeavors to regularly monitor rating agency news and updates for rating changes that affect the Issuer, and we file the appropriate Event notice. However, Issuers are always notified by the rating agencies when their ratings are adjusted, and when so told, the Issuer must alert the Disclosure Agent.
- xi. **Monitor Bond Insurer and Program Rating Changes**
If a municipal bond insurer or a state program, e.g., a school bond enhancement program, is affected by a rating change, then all the bonds that carry that insurance or participate in that program will undergo a rating change, too. We monitor these types of rating changes, determine which, if any, of our clients are affected, and file the appropriate Event notices.

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xii. **Provide a Comprehensive Report Each Fiscal Year**

We know the importance of documentation and well-organized files. The Disclosure Agent prepares a continuing disclosure report (“Annual Report”) each year that shows every issue on which there is a continuing disclosure obligation, every filing, and every Event notice filed on the Issuer’s behalf during the year on EMMA. The Annual Report also recaps a five (5) year history of the Issuers filings. Investors, underwriters of bonds, and the Issuer want to see the record of filing history. An accurate record during this timeframe is vital to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.

xiii. **Acceptance of Annual Report**

The Annual Report highlights any exceptions to required filings and the timeliness of filings. The Issuer must carefully review said report and relay to the Disclosure within ten (10) business days, any error, discrepancy, omission, or concern relating to the accuracy or completeness of the Annual Report.

We, the Issuer and Phoenix Advisors, agree that after ten (10) business days, absent notice from the Issuer, the Annual Report is accepted by the Issuer is accurate and complete.

Section 2 - CONTINUING DISCLOSURE SERVICES COMPENSATION

- I. The bond Issuer will compensate Phoenix Advisors for its services as Disclosure Agent, in accordance as set forth below:

i. **Disclosure Agent Service:**

\$1,050 – base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.

There is a set-up charge for each new bond issuance. The setup fee is \$450 but is discounted to \$200 if Phoenix Advisors serves as Municipal Advisor.

An amendment made to the Rule, effective February 27, 2019, increases the number of Events, to be recorded on EMMA. Phoenix Advisors will charge \$250 for each Event filing made under the Rule’s new Events. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.

All fees are invoiced annually.

Section 3 – INDEPENDENT REGISTERED MUNICIPAL ADVISOR

- I. Under the Dodd-Frank law, the SEC requires that any person or entity that provides advice concerning the issuance of municipal securities be licensed and regulated by the SEC and the MSRB to provide any such advice.
- i. Professionals providing advice to the Issuer must hold a Municipal Advisor Series 50 license. Additionally, persons supervising the provision of municipal securities advice must possess a Series 54 Municipal Principal license.
 - ii. Phoenix Advisors professionals are Series 50 licensed and as appropriate a Series 54

license. Importantly, all licensees are subject to a continuing education protocol.

iii. Under the SEC and MSRB regulation, the Municipal Advisor owes a Fiduciary Obligation to the Issuer.

II. There is no separate fee, financial cost, or obligation concerning the Issuer’s appointment of Phoenix Advisors as the Issuer’s Independent Registered Municipal Advisor (“IRMA” or “Municipal Advisor”). As the Issuer’s IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, prepare a preliminary project analysis, or preliminarily review financing proposals received by the Issuer on an as-requested basis.

iv. The Issuer, through designation of an IRMA, allows third parties, primarily broker-dealer underwriting firms, but also other professional disciplines to submit proposals and ideas concerning financings to the Issuer.

v. Failure to actively seek advice from the Municipal Advisor means there is no one on your side appropriately licensed to advise the Issuer concerning the issuance or structure of municipal obligations, including bonds, notes, leases or bank loans the Issuer may embark.

III. When and if the Issuer requests the Municipal Advisor’s involvement in a debt issuance, the undertaking of a financial obligation, an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance, a separate Fee Addendum to this Agreement together with a scope of service will be provided for the Issuer’s acknowledgement.

Section 4 – AGREEMENT TERM AND CONDITIONS

I. Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Issuer or any official of the Issuer beyond the rendition of information or advice. Phoenix Advisors is not legal counsel nor an accountant and is not providing legal or accounting guidance. None of the services contemplated in this Agreement shall be construed as legal services or a substitute for legal services. The Issuer hereby acknowledges its responsibility concerning federal securities laws and represents its intention to comply in all respects with federal securities laws.

II. This Agreement is subject to annual renewal and may be terminated by either the Issuer or Phoenix Advisors upon thirty (30) days’ prior written notice.

III. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, The Issuer and Phoenix Advisors have caused this Agreement to be duly executed by its authorized representative, as of the day and year first above written.

UNION TOWNSHIP

By: _____
Grace Brennan, Chief Financial Officer

PHOENIX ADVISORS, LLC



By: _____
David B. Thompson, Chief Executive Officer

b. **RESOLUTION #2020-21:** 2019 Tonnage Grant Application

RESOLUTION #2020-21

**UNION TOWNSHIP; HUNTERDON COUNTY
TONNAGE GRANT APPLICATION for 2019**

WHEREAS, The Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, The New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, A resolution authorizing this municipality to apply for such tonnage grants for calendar year **2019** will memorialize the commitment of this municipality to recycling and to indicate the assent of the Township Committee of the Township of Union, Hunterdon County to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is property completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union, Hunterdon County, hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Matt Boyden to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

Date: January 15, 2020

c. **RESOLUTION #2020-22:** Risk Management Consultant Appointment – Lisa Pfenninger

RESOLUTION 2020 - 22

**TOWNSHIP OF UNION, HUNTERDON COUNTY
RISK MANAGEMENT CONSULTANT**

WHEREAS, the Township of Union has resolved to join the Public Alliance Insurance Coverage Fund ("PAIC") following a detailed analysis; and

WHEREAS, the Bylaws of PAIC require that each entity designate a Risk Management Consultant to perform various professional services as detailed in the Bylaws and Risk Management Plan; and

WHEREAS, the Bylaws indicate that PAIC shall pay each Risk Management Consultant a fee to be established annually by the Executive Committee.

NOW THEREFORE, BE IT RESOLVED that the Township of Union does hereby appoint Lisa Pfenninger, PO Box 275, Three Bridges, NJ 08887 as its Risk Management Consultant in accordance with the Fund's Bylaws.

- d. **RESOLUTION #2020-23:** Redemption of Tax Sale Certificate #2019-002

**RESOLUTION #2020-23
TOWNSHIP OF UNION, HUNTERDON COUNTY
RESOLUTION TO REFUND REDEMPTION TO LIENHOLDER**

WHEREAS, Tax Sale Certificate #2019-002 was issued to C & E Tax Lien Fund I, in the amount of \$1,403.35 on October 17, 2019; and

WHEREAS, the lien was redeemed on December 20, 2019, in the amount of \$5,413.87 in accordance with provisions of NJSA54:5-60 et seq.; and

NOW, THEREFORE, BE IT RESOLVED, on this 15th day of January 2020, by the Township Committee of the Township of Union, Hunterdon County, State of New Jersey, as follows:

1. The Treasurer issue a check in the amount of \$5,413.87 and a premium of \$6,700.00 for a total of \$12,113.87 payable to C & E Tax Lien Fund I, PO Box 5021, Philadelphia, PA 19111-5021
2. That this resolution shall take effect immediately upon adoption.

- e. **RESOLUTION #2020-24:** Authorizing the Employment of Leigh Gronau as Temporary/Part Time Zoning Officer

Resolution # 2020 – 24

Authorizing the Employment of Leigh Gronau as Temporary/Part Time Zoning Officer

WHEREAS, the Township of Union is in need of a Zoning Officer, and

WHEREAS, Leigh Gronau is qualified and has been offered said position, and good cause appearing;

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union that Leigh Gronau is hired as Temporary Zoning Officer effective January 1, 2020, to serve at the pleasure of the Township, at an hourly rate of \$25.00.

- f. **RESOLUTION #2020-25:** Authorizing the Employment of Jack Sabol as a Full Time Employee of DR&F

Resolution # 2020 – 25

**Authorizing the Employment of Jack Sabol as a
Full Time Employee for the Department of Roads and Facilities**

WHEREAS, the Township of Union is in need of a full time employee for the Department of Roads and Facilities; and

WHEREAS, Jack Sabol is qualified and has been offered said position, and good cause appearing;

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union that Jack Sabol shall be hired as a full-time employee for the Department of Roads and Facilities, effective January 1, 2020, to serve at the pleasure of the Township, at an annual salary of \$34,000.00.

- g. **RESOLUTION #2020-26:** Appointing Glenn Roth as Emergency Management Coordinator for Union Township

RESOLUTION #2020-26

**UNION TOWNSHIP, HUNTERDON COUNTY
APPOINTMENT – EMERGENCY MANAGEMENT COORDINATOR**

WHEREAS, the Township of Union is currently in need of an Emergency Management Coordinator; and

WHEREAS, Glenn Roth is qualified for this position;

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Union to appoint Glenn Roth to the position of Emergency Management Coordinator for a 3-year term beginning on January 1, 2020 and ending December 31, 2022.

- h. **RESOLUTION #2019-27:** Approving 2020 Professional Services Contract-Twp. Attorney – Trishka W. Cecil, Esq.

RESOLUTION #2020-27

**AGREEMENT FOR PROFESSIONAL SERVICES
Township Attorney – Trishka Waterbury Cecil, Esq.**

THIS AGREEMENT (“Agreement”) entered into this 1st day of January, 2020 by and between the Township of Union, a municipal corporation of the State of New Jersey, with offices at 140 Perryville Road, Hampton, New Jersey 08827 (hereinafter referred to as "TOWNSHIP") and Trishka Waterbury Cecil, Esq. and Mason, Griffin & Pierson, P.C., 101 Poor Farm Road, Princeton, New Jersey 08540 (hereafter referred to as "ATTORNEYS").

WITNESS

WHEREAS, TOWNSHIP wishes to obtain the professional services of ATTORNEYS to serve as the Union Township Attorney during calendar year 2020 and in that capacity to provide Union Township with all legal services, including routine services and litigation, as TOWNSHIP may require;

WHEREAS, ATTORNEYS has offered to provide the sought-after professional services to TOWNSHIP in accordance with the rates attached as Exhibit A hereto; and

WHEREAS, by resolution, the Township Committee of Union Township awarded an agreement for professional services to ATTORNEYS without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*;

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NOW THEREFORE, IT IS AGREED by and between TOWNSHIP and ATTORNEYS as follows:

1. Scope of Services. Trishka Waterbury Cecil and Mason, Griffin & Pierson, P.C. shall serve as the Township Attorney and provide professional legal services to TOWNSHIP as needed by TOWNSHIP, including routine services and litigation.
2. Term; Termination. This Agreement shall be effective from January 1, 2020 to December 31, 2020, except that either party may terminate the Agreement prior to December 31, 2020, by providing sixty (60) days advanced written notice to the other, to the address as set forth above.
3. Compensation; Manner of Payment.
 - a. The anticipated cost of ATTORNEYS' services as described herein shall not exceed eighty-five thousand dollars (\$85,000.00), subject to annual budgetary appropriations.
 - b. ATTORNEYS shall bill TOWNSHIP monthly on municipal vouchers for services rendered and reimbursement for such expenses incurred during the prior month, based on the hourly rates and fees set forth in Exhibit A.
 - a. TOWNSHIP agrees to pay ATTORNEYS within thirty (30) days of receipt of an audited and approved voucher.
4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.
5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
6. Political Contributions.
 - a. This Agreement has been awarded to ATTORNEYS based on the merits and abilities of ATTORNEYS to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, ATTORNEYS hereby certify that ATTORNEYS (including persons and other business entities having an interest in ATTORNEYS, as defined by N.J.S.A. 19:44A-20.7) have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect their eligibility to perform this Agreement, nor will they make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the TOWNSHIP when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the TOWNSHIP when the Agreement is awarded.
 - b. ATTORNEYS shall not make or solicit any contribution of money, or pledge of a contribution, including in-kind contributions, or loans, to a municipal campaign committee or fund of any candidate for, or holder of, a public office within the TOWNSHIP having ultimate responsibility for the award of this Agreement, or campaign committee financially supporting such candidate or officeholder, or to any political action committee (PAC) that engages in the support of municipal elections and/or municipal parties, or to any

MINUTES OF REGULAR MEETING January 15, 2020

TOWNSHIP or Hunterdon County party committee, between the time of first communications between that business entity and the TOWNSHIP regarding this Agreement and the later of the termination of negotiations or the completion of the Agreement.

- c. ATTORNEYS are aware of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if ATTORNEYS receive contracts in excess of \$50,000 from public entities in a calendar year. It is ATTORNEYS' responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

7. Insurance; Hold Harmless.

- a. Prior to commencing work, ATTORNEYS shall furnish TOWNSHIP with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation, employer's and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. TOWNSHIP, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies.
- b. ATTORNEYS shall defend, indemnify and hold harmless TOWNSHIP, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the ATTORNEYS' acts or omissions, or those of their officers, employees, agents and consultants, in connection with this Agreement.

8. Complete Agreement. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

- i. **RESOLUTION #2020-28:** Authorizing the Finance Officer to Cancel the Balance of Ordinance 2018-4 Titled Frontage Road Improvements, the Capital Improvement Fund Appropriations to be Canceled Back to the Capital Improvement Fund and the Grant Appropriation Reserves Against Grants Receivable

TOWNSHIP OF UNION

RESOLUTION 2020 - 28

AUTHORIZING THE FINANCE OFFICER TO CANCEL THE BALANCE OF ORDINANCE 2018-4 TITLED FRONTAGE ROAD IMPROVEMENTS. THE CAPITAL IMPROVEMENT FUND APPROPRIATIONS TO BE CANCELED BACK TO THE CAPITAL IMPREVEMENT FUND AND THE GRANT APPROPRIATION RESERVES AGAINST GRANTS RECEIVABLE.

WHEREAS, the Chief Financial Officer is recommending that the Township Committee of the Township of Union cancel the balance of ordinance 2018-4, Frontage Road Improvements, and

WHEREAS, the following grants are complete and the appropriation balances no longer needed to be maintained on the books and records of the Township of Union, and

WHEREAS, the Chief Financial Officer recommends that the following adjustments to the books and records of the Township be made.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township Union, that the adjustments appearing below, being a permanent part hereto, are hereby made.

General Capital Fund

Ordinance 2018-4

NAME OF GRANT	APPROPRATION	RECEIVABLE
NJDOT – Frontage Road Section 1 MA-2017	\$11,665.09	\$11,665.09

Capital Improvement Fund \$64,218.96

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Severino	x		x			
Mr. Mazza			x			
Mr. Hirt		x	x			
Mr. Stiger						x
Mr. Stothoff			x			

Motion carried

End of Consent Agenda

j. Motion to Approve: Renewal of 2020 Quarry License for Liberty Stone & Aggregates/Clinton Quarry, LLC

In conversation between Jay Thatcher, Esq. Attorney for the applicant, Bob Clerico, Township engineer and Trishka Cecil, Township Attorney, it was agreed that the applicant has to appear before the Planning Board with revised plans. Mr. Severino suggested granting renewal of the Quarry License for 60 days.

The following vote to approve renewal of Liberty Stone & Aggregates/Clinton Quarry, LLC for 60 days was recorded:

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Severino	x		x			
Mr. Mazza			x			
Mr. Hirt		x	x			
Mr. Stiger						x
Mr. Stothoff			x			

Motion carried

14. PAYMENTS OF BILLS –

The approved lists of bills and all claims against the Township of Union as appearing in the Claims Register of this date paid and that all checks listed hereinafter issued in payment thereof.

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Severino			x			
Mr. Mazza			x			
Mr. Hirt		x	x			
Mr. Stiger						x
Mr. Stothoff	x		x			

Motion Carried

15. REPORTS

a. Attorney's Report

- Apprised the Committee regarding water tanks issue at PS Construction Subdivision. Atty. Cecil suggested since it is a long-standing matter that Atty. Jost continue to handle the case if the Committee agrees. The Committee agreed.

b. Committee Report

Mr. Stothoff reported the following:

- New Township's Website is ready to go live; however some minor issues have to be resolved. Waiting for Mr. Stiger to work on those. Also, the domain name has to be transferred from City Connections to Gov Office. He said the transfer from the old to the new website is scheduled for this weekend. Will be training individual Department Heads how to update their page content.
- Spoke with a resident using the Township dumpster to dispose of her household garbage. He said the resident apologized.

Mr. Severino reported the following:

- Asked DR&F Foreman Fleming to leave the recycling gates open since Recycling Coordinator Boyden could not be here due to the death of his father. Mr. Severino came in on Saturday to find recycling went on as usual.
- Received estimate for missing section of fencing around recycling containers. CFO Brennan said she would ask Mr. Fleming to check Co-op prices, which would eliminate obtaining three quotes.
- Still waiting on information from Elizabethtown Gas about bringing natural gas to Municipal Building.
- Everett Road street sign has been knocked down. Mayor Mazza will contact R&F to replace the sign.
- Asked Mayor Mazza to revisit Comcast cable availability for Coachman Drive.

Mr. Hirt reported the following:

- Had contacted Hunterdon County Soil Conservation District about mud on State Route 173. Was told no inspectors were available to do inspection at that time.
- Contacted the County with regard to T- intersection at Rt. 625 and Perryville Road. He asked that Stop Lights, Stop Sign or a Flashing Stop sign be installed at the intersection. Will continue working on the issue.

c. Mayor's Report

- Asked about invoices from FrasAir Heating and Conditioning. The Company came four times and was unable to resolve heating problem in the Municipal Building. Mr. Stothoff suggested negotiating the amount that would be the Township's responsibility.
- Read a letter from Attorney Jost who semi-retired at the end of last year thanking the Committee for a nice gift.
- Two matters for Executive Session

16. PUBLIC COMMENT – none

17. EXECUTIVE SESSION –

RESOLUTION #2020-29
Providing for a Meeting Not Open to the Public in Accordance with the Provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12

WHEREAS, the Township Committee of the Township of Union is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et. seq.; and

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10-4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Committee of the Township of Union to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

1. _____ Matters Required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
2. _____ Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
3. _____ Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
4. _____ Matters Relating to Collective Bargaining Agreements: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
5. _____ Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.
6. _____ Matters Relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigation of possible violations of the law.
7. X Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

8. _____ Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

9. _____ Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union, assembled in public session on January 15, 2020 at 8:50 p.m. in the Union Township Municipal Building, 140 Perryville Road, Hampton, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Township Committee that the public interest will no longer be served by such confidentiality.

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Severino			x			
Mr. Mazza			x			
Mr. Hirt		x	x			
Mr. Stiger						x
Mr. Stothoff	x		x			

Motion Carried

The Committee returned to regular meeting session at 9:05 p.m.

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Severino	x		x			
Mr. Mazza			x			
Mr. Hirt		x	x			
Mr. Stiger						x
Mr. Stothoff			x			

Motion Carried

18. ADJOURNMENT

There being no further business to come before the Township Committee at this time Mr. Hirt made a motion to adjourn the meeting at 9:05 p.m. Mr. Stothoff seconded the motion. Motion carried by unanimous favorable roll call vote.

Transcribed by: Ella M. Ruta, Municipal Clerk

Frank Mazza, Mayor