

BECAUSE OF THE COVID-19 STATE OF EMERGENCY AND THE CLOSURE OF THE MUNICIPAL BUILDING THIS MEETING WAS HELD ELECTRONICALLY. FOLLOWING WAS THE LINK TO THE MEETING:

Topic: Township Committee Meeting
Time: January 20, 2021 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/89476557509?pwd=WW5ZQmI5cW5WR2RNNHN0UU1RVjFkdz09>

Meeting ID: 894 7655 7509
Passcode: 055907
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1. CALL TO ORDER

Mayor Mazza called the meeting to order at 7:02 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. In addition, due to the current situation, notices of the virtual meeting were published/posted in compliance with the Sunshine Law.

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, Trishka Cecil- Township Attorney, Robert Clerico-Township Engineer, Grace Brennan-CFO, Michelle Trivigno-Tax Assessor and Ella M. Ruta- Municipal Clerk.

5. APPROVAL OF PRIOR MEETING MINUTES

MINUTES OF REGULAR MEETING January 20, 2021

a. Regular and Executive Session Meeting Minutes of December 16, 2020

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

Motion carried

b. Re-organization Meeting Minutes of January 6, 2021

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

6. **VISITORS** – Presentation of 2020 Volunteer of the Year Award – Lynn VanFossen – has not joined the meeting at this time

7. **REPORTS RECEIVED** – Acknowledged and briefly discussed

- a. Road Dept.- Week Ending; 12/11/20; 12/18/20; 12/31/20, 1/08/21
- b. Municipal Court – December 2020
- c. Animal Control Officer – December 2020
- d. Zoning Officer – December 2020
- e. Public Safety Director

– Mr. Strauss reported Sean Smith is the new Fire Chief at the High Bridge Fire Co. He will email EMS and Fire for any updates for the website. He will be meeting with the Fire Chiefs the first Wednesday in February and EMS Chiefs the first Wednesday in March.

f. Engineer’s Report

– Mr. Clerico advised approval was received from DOT for Baptist Church Road. He advised the Committee about the timelines for bids. Currently four contractors have picked up specifications.

8. **CORRESPONDENCE/WRITTEN COMMUNICATIONS - none**

- Mr. Stothoff advised that the County is meeting in February on the updated Highlands Plan. He will attend that meeting unless he has a scheduling conflict.
- Mr. Hirt advised that they have resolved the issue with missed deliveries for people that live on Main Street in Jutland.

9. **PUBLIC COMMENTS** – Mr. Mazza asked if there were any comments from the public. There were none.

10. **PUBLIC HEARING** – None

- 11. OLD BUSINESS - None
- 12. NEW ORDINANCE – 1st Reading - None
- 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.

Mr. Mazza advised they will not use the consent agenda and will consider each Resolution separately.

a. The following Resolution was introduced for approval:

**RESOLUTION #2021- 20
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

MINUTES OF REGULAR MEETING January 20, 2021

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

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 Set-up**
We enter in our proprietary database details of each outstanding issue and its filing obligations. This security set-up applies our database functionality to your issues.
 - iii. **Review Data contained in Official Statements**
The Disclosure Agent will review the Issuer's Official Statements for information concerning disclosure obligations and discuss the filing or reporting obligations with the Issuer. Our review will include other financial obligations undertaken of which we are made 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 will endeavor 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 incurrence requires a notice to be posted 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. Issuers are always notified by the rating agencies when their ratings are adjusted, and when so told, the Issuer must alert the Disclosure Agent.

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- 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.
- 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 Agent within ten (10) business days any error, discrepancy, omission, or concern relating to the Annual Report's accuracy or completeness.

We, the Issuer, and Phoenix Advisors agree that after ten (10) business days, without notice from the Issuer, the Annual Report is accepted by the Issuer is accurate and complete.

Section 2 - CONTINUING DISCLOSURE SERVICES COMPENSATION

- I. The Issuer will compensate Phoenix Advisors for its services as Disclosure Agent, as set forth below:
 - i. \$1,050 – base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
 - ii. \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
 - iii. \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
 - iv. All fees are accumulated and invoiced toward the end of the relevant year.

Section 3 – INDEPENDENT REGISTERED MUNICIPAL ADVISOR

- I. Under the Dodd-Frank law, the SEC requires that any person or entity that provides advice concerning municipal securities issuance be licensed and regulated by the SEC and the MSRB to provide any such advice.

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- 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 as requested.
 - iv. The Issuer, through the 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, then a separate Fee Addendum to this Agreement together with a scope of service will be provided for the Issuer's acknowledgment.

Section 4 – AGREEMENT TERM AND CONDITIONS


- I. Phoenix Advisors nor any individual representing Phoenix Advisors possess 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: _____

PHOENIX ADVISORS, LLC

By:  _____
David B. Thompson, Chief Executive Officer

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

b. The following Resolution was introduced for approval:

RESOLUTION #2021-21

**UNION TOWNSHIP; HUNTERDON COUNTY
TONNAGE GRANT APPLICATION for 2020**

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 **2020** 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.

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

Motion carried

c. The following Resolution was introduced for approval:

Resolution #2021- 22
AGREEMENT BETWEEN R&L DATACENTERS, INC.
AND
UNION TOWNSHIP

THIS AGREEMENT, made as of the 1st day of January 2021, by and between

UNION TOWNSHIP, a municipal corporation of the State of New Jersey, with offices located at 140 Perryville Rd., in the Township of Hampton, in the County of Hunterdon, and State of New Jersey, hereinafter referred to as “the Local Unit” or the “Township”,

and

R&L DATACENTERS, INC., a New Jersey Corporation, having as its principal place of business 44 Main Street, P.O. Box 548, Borough of Bloomsbury, County of Hunterdon, State of New Jersey, hereinafter referred to as the “Disbursing Organization” or “R&L”, and both Parties hereinafter collectively referred to as “the Parties”.

RECITALS

A. WHEREAS, the Township requires the provision of specific payroll-related services for the officers and employees of Union Township; and

B. WHEREAS, the services previously provided by, or to be provided by, R&L on behalf of Union Township, and which are anticipated for the Term of this Agreement are set forth herein; and

C. WHEREAS, the Township explicitly acknowledges that the Township’s governing body has the authority to enter into this Agreement after the governing body’s due deliberation, review and approval of this Agreement, and said acceptance was memorialized

by way of the Township’s Resolution Number _____ dated _____; and

D. WHEREAS, Union Township further understands that various services, including but not limited to: Automatic Tax Services and Quarterly Automatic Tax Services, eg., Periodic Tax Payments, Responding to tax

agency inquiries, Quarterly Preparation of Forms 941, NJ927 (NJ SUI/SDI Report), and PA State Withholding; Direct Deposit Services, eg., the creation of NACHA files, the initiation and transmission of direct deposits, responding to direct deposit inquiries, and all direct deposit-related file maintenance issues; and, electronic check stub deliveries are not services provided by R&L and are not contemplated herein by this Agreement. As such, Union Township acknowledges and understands that Union Township is required to enter into a third-party contract for the provision of those services that are not explicitly provided by R&L and which are not specifically set forth within this Agreement. Union Township agrees that any such agreement between itself and any third-party provider are independent arms-length transactions that neither bind R&L nor alter any provision contained within this Agreement with R&L; and

E. WHEREAS, it is the intent of the Parties and each of them that this Agreement is intended to comply with the requirements as set forth in *N.J.A.C. 5:30-17.1, et seq.*, specifically, *N.J.A.C. 5:30-17.6*, which governs contract terms and conditions for contracts between “local units” and a “disbursing organization” as those terms are defined pursuant to *N.J.A.C. 5:30-17.2*.

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

Motion carried

d. The following Resolution was introduced for approval:

RESOLUTION #2021-23

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

THIS AGREEMENT (“Agreement”) entered into this 1st day of January, 2021 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 2021 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.*;

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

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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.

Term; Termination. This Agreement shall be effective from January 1, 2021 to December 31, 2021, except that either party may terminate the Agreement prior to December 31, 2021, by providing sixty (60) days advanced written notice to the other, to the address as set forth above.

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 at an hourly rate of \$170.00 to \$185.00.
- 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.
- c. TOWNSHIP agrees to pay ATTORNEYS within thirty (30) days of receipt of an audited and approved voucher.

Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit B.

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.

Political Contributions.

d. 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.

e. 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 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'

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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.

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

e. The following Resolution was introduced for approval:

**RESOLUTION #2021-24
UNION TOWNSHIP; HUNTERDON COUNTY**

**AUTHORIZING CONTRACT FOR LEGAL SERVICES 2021
Martin Allen, Esq. Special Outside Legal Counsel – Tax Appeal**

WHEREAS, the Township of Union has a need to acquire legal services as a non-fair and open contract pursuant to the provisions of N.J.S.A.19:44-A-20.5; and

WHEREAS, the maximum amount of the contract may exceed the threshold amount established pursuant to N.J.S.A.40A:11-3(b); and

WHEREAS, funds are available in an appropriation entitled Legal Services and Costs, Other Expenses and have been certified by the local finance officer; and

WHEREAS, the Attorney is hereby retained by the Contracting Unit to represent the Contracting Unit in relation to defense of the tax appeals in the Tax Court of New Jersey; and

WHEREAS, the Attorney shall keep the Contracting Unit advised of all developments in the above matters; and

THESE MINUTES HAVE NOT BEEN APPROVED

UNION TOWNSHIP

TOWNSHIP COMMITTEE

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WHEREAS, the Attorney shall report to the Township Tax Assessor; and

WHEREAS, this contract shall cover the period from January 1, 2021 to December 31, 2021.

WHEREAS, the Local Public Contracts Law (N.J.S.A.40A:11-1, et seq.) required that the resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection;

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union, Hunterdon County, NJ, as follows:

- a. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with MARTIN ALLEN, ESQ. of DiFRANCESCO, BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C. Attorneys at Law of the State of New Jersey
 - 1. For the services, set forth in paragraph 1 above, the consideration shall be at the following hourly rates: \$200.00 per hour for services of any Partner Attorney of the Attorney; and \$185.00 per hour for any Associate Attorney of the Attorney. The agreement is for a not to exceed amount of \$10.000. Any exceedance of that limit will require the issuance of a change order.
 - 2. The consideration for services shall be paid as vouchers as submitted and approved by the Contracting Unit. The Attorney will be reimbursed for out-of-pocket expenses as incurred.
- b. This contract is awarded without competitive bidding as a “Professional Service” in accordance with 40A:11-5(1)(a) of the Local Public Contracts Law because Martin Allen, Esq. is an attorney at Law of the State of NJ in good standing and is a person authorized to practice a recognized profession.
- c. Approval of the attached contract is subject to availability and appropriation of sufficient funds as may be required in the **2020** temporary and permanent adopted municipal budgets.
- 4. A Notice of this action shall be printed once in the official newspaper of this municipality.

Date: January 20, 2021

CERTIFICATION AS TO AVAILABILITY OF FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, CFO of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the **2021** Temporary/Adopted Budget to award a contract to Martin Allen, Esq., as appropriated under the line item "Legal".

Date: _____

Grace M. Brennan, CFO

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

f. The following Resolution was introduced for approval:

RESOLUTION #2021-25

**UNION TOWNSHIP, HUNTERDON COUNTY
APPROVING 2021 PROFESSIONAL SERVICE CONTRACT/ENGINEERING SERVICES
Robert Clerico P.E.; Van Cleef Engineering Associates**

WHEREAS, the Township of Union has a need to acquire engineering services as a non-fair and open contract pursuant to the provisions of N.J.S.A.19:44-A-20.5; and

WHEREAS, the Chief Financial Officer has determined that the value of the services will exceed \$17,500; and

WHEREAS, the firm of Van Cleef Engineering Associates, 1128 Route 31, Lebanon, NJ 08833, has completed and submitted a Business Entity Disclosure Certification which certified that Van Cleef Engineering Associates, has not made any reportable contributions to a political or candidate committee in the Township of Union in the previous one year, and that the contract will prohibit Van Cleef Engineering Associates from making any reportable contributions through the term of the contract; and

NOW, THEREFORE, BE IT AGREED by and between the Township of Union and Van Cleef Engineering Associates as follows:

1. The Engineer shall be compensated at the hourly rate of \$156.00 per hour for his engineering services rendered as needed or requested by the Township Committee, Planning Board/Board of Adjustment, or other Township agencies.
2. Engineering services may be performed for the Township by other principals and employees of the firm of Van Cleef Engineering Associates under the direct supervision of Robert Clerico, P.E., when Robert Clerico, P.E. is unavailable or when otherwise necessary and desirable. Such services shall be compensated in accordance with the "2020 Schedule of Hourly Fees" attached hereto and made a part of this Agreement. Compensation for witnessing of and Soil Logs and Soil Permeability testing will be at a fixed rate of \$300.00 per day per lot tested.
3. This agreement shall cover the period from January 1, 2021, to December 31, 2021.
4. The Township Engineer agrees that no services are to be performed unless specific approval is granted by an appropriate Township official either verbally or in writing.
5. An Affirmative Action Employee Information Report is attached and is part of this agreement. In addition, a copy of Exhibit A, Mandatory Affirmative Action Language, and business Disclosure Entity Certification and the Determination of Value are attached and part of this agreement.
6. Van Cleef Engineering Associates will carry, at its expense, during the appointment period professional liability insurance.
7. If any provision or part thereof of this agreement is held to be void or unenforceable under any law and shall be deemed stricken all remaining provisions shall nevertheless continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
8. In accordance with Local Finance Notice 2010-3 this 2020 calendar year contract for Engineering Services is established at a not-to-exceed limit of \$100,000.00. Any exceedance of that limit will require the issuance of a change order.

9. A notice of this action shall be printed once in the official newspaper.

Date: January 20, 2021

CERTIFICATION AS TO AVAILABILITY OF FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, Chief Financial Officer of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the 2021 Temporary/Adopted Budget to award a contract to Van Cleef Engineering Associates, under the line item "Engineering".

Date: _____

Grace M. Brennan, CFO

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

Motion carried

g. The following Resolution was introduced for approval:

**RESOLUTION #2021 - 26
UNION TOWNSHIP; HUNTERDON COUNTY
2021 SALARY RESOLUTION**

WHEREAS, a salary ordinance has been adopted by the Township of Union, Township Committee, indicating salary ranges; and

WHEREAS, the Township Committee has determined the amount that each employee is to be paid for the year 2021 as follows:

Salaries are for a period of one year unless otherwise noted:

ADMINISTRATIVE

Mayor	\$ 4,800.00
Township Committee	4,500.00
Township Clerk	63,591.00
Deputy Clerk/Dep. Registrar/Admin. Asst.	32,000.00
Registrar	5,096.00
Tax Collector	16,972.00
Deputy Tax Collector	25.00 p/h
Tax Assessor	29,355.00
Certified Municipal Finance Officer	38,715.00
Personnel Administrator	11,598.00
Payroll Administrator	5,995.00
Accounts Payable Clerk	3,998.00
Emergency Management Coordinator	6,398.00
Deputy Emergency Mgmt. Coordinator	2,400.00

911 Coordinator	0.00
Public Safety Coordinator	51.25

DEPARTMENT OF ROADS AND FACILITIES

Foreman	76,875.00
Public Works Staff No. 1 (MP)	50,000.00
Public Works Staff No. 2 (DB)	50,000.00
Public Works Staff No. 3 (WS)	50,000.00
Public Works Staff No. 4 (JS)	34,000.00
Part Time Public Works Staff	\$10.00 - \$30.00 p/h

LAND USE DEPARTMENT

Zoning Officer	8,000.00
Deputy Zoning Officer	1.00
Planning Bd./Bd. of Adjustment Secretary	43,563.00

MISCELLANEOUS

Recycling Coordinator	8,500.00
Dog Registrar	5,926.00
Recycling Attendant/Dumpster Attendant	16.27 p/h
Recycling Attendant Helper/Dumpster Attendant Helper	13.62 p/h

MISCELLANEOUS – Travel expenses, training and education expenses, overtime, health and disability insurance, retirement and life insurance, paid holidays, sick pay, leaves of absence, paid vacations, equipment allowances, emergency meal allowances and other benefits shall be as set forth in the current Union Township Personnel Manual, or in accordance with applicable law.

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

Motion carried

h. The following Resolution was introduced for approval:

**RESOLUTION #2021-27
UNION TOWNSHIP, HUNTERDON COUNTY**

RESOLUTION CANCELLING EMERGENCY APPROPRIATION FOR REVALUATION PROGRAM

WHEREAS, on March 18, 2020 the Township Committee of the Township of Union adopted Ordinance No. 2020-1, entitled “Emergency Appropriation of \$150,000.00 for the Preparation and Execution of a Complete Program of Revaluation”; and

WHEREAS, said emergency appropriation is not needed at this time, and the Township Committee finds that it is the public interest to rescind the appropriation while it identifies appropriate alternatives;

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Union in Hunterdon County, New Jersey, that Ordinance No. 2020-1 is hereby cancelled and the \$150,000.00 emergency appropriation authorized pursuant thereto is hereby rescinded; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be submitted forthwith to the New Jersey Department of Community Affairs, Division of Local Government Services; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

The CFO explained that in 2020, there was an Ordinance to appropriate 150,000 for a reevaluation in town but due to COVID-19 they were unable to complete the reevaluations. In the meantime, the Township went out to bid again and the number came back much higher. Rescinding the Ordinance will allow another year’s reprieve, and allow the township to go out for bid later. The Tax Assessor, present at the meeting, advised she would prefer to delay the process as well until a time when interior inspections can be completed.

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

Motion carried

- i. **Motion to Approve** - New Member to PVFC – William C. Smith, Jr. Mr. Mazza advised more information is needed and to table this until the next meeting in February.

j. Payment of Bills

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

Motion carried

Presentation of 2020 Volunteer of the Year Award – Lynn VanFossen – Mr. Mazza thanked Lynn for her service. Mr. Stothoff awarded Lynn the 2020 Outstanding Volunteer of the Year Award plaque and listed her various accomplishments with the Township. Lynn thanked the Committee.

a. Discussion

- **Motion to Approve** – 2021 Quarry License Application – Liberty Stone & Aggregates (Clinton Quarry) –

Ms. Waterbury-Cecil – Attorney read the following from 20-1.6 (c): Action by Township Committee. In the event the Planning Board shall recommend a denial of the grant of a license or a renewal thereof, the Planning Board shall inform the Township Committee, which shall set the matter down for an advertised public hearing within 60 days of the date of the negative recommendation, which hearing shall be held by the Township Committee. The applicant, upon notice of the date of hearing, shall notify all persons within 200 feet of the quarry within the time and in the manner provided by subsections 7.1(a), (b), (c), (d), (e) and (f) of the Municipal Land Use Law, N.J.S.A. 1975 c. 219 et seq. The Township Committee shall, upon such hearing, give the applicant an opportunity to be heard and shall determine the matter no later than at its next regular meeting. Attorney Waterbury Cecil advised the Township needs to pick a date in the future that will allow the applicant to notice for

the public hearing. The Township chose the next committee meeting on February 17th meeting date. Mr. Thatcher will notice for the required time.

Mr. Stothoff asked that the following motion be adopted:

The Public Hearing on Clinton Quarry License Renewal Application be scheduled for the next committee meeting on February 17, 2021 AT 7:00pm.

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.

- Notice of Special 2021 Budget Workshop Meetings – the Committee agreed with dates and times in the following notice

NOTICE OF SPECIAL MEETINGS

Due to COVID-19 restrictions Special meetings of the Union Township Committee will be held electronically via Zoom on February 17, 2021 and March 17, 2021 at 6:00 pm for the purpose of discussing the 2021 municipal budget and other such matters as may come before the Township Committee. Action may be taken.

Public access information for each meeting will be posted in advance on the Township website (<https://uniontwp-hcnj.gov>) and listed on the agenda for that meeting. The public is advised to check the website regularly for any changes in meeting schedule or access information.

- 2021 Committee Assignments

Matt Severino: Communications, Municipal Recycling Center, NJ State Police Liaison, Animal Control

Mayor Frank Mazza: Planning Board, DR&F, Parks, Recreation Committee Liaison, Vouchers

Committeeman Bruce Hirt: Highlands, Municipal Building & Grounds, Fair Share Housing

Committeeman Page Stiger: UTEC, Personnel, School Board Liaison, Agriculture Advisory Committee Liaison, Farmland Preservation

Committeeman David Stothoff: County and State Liaison, Fair Share Housing, Planning Board, Vouchers, Website, Emergency Services

14. REPORTS

- a. **Attorney’s Report** – None
- b. **Committee Report**

Mr. Severino reported the following:

- Mr. Severino advised the 2021 closure dates for recycling/community clean up days are April 3rd, May 29th, July 3rd, September 4th, and December 25th.

MINUTES OF REGULAR MEETING January 20, 2021

- Mr. Severino has made contact with the DEP to address the noise at the rifle range.
- He gave Mr. Stothoff the electrical panel information for the Township.

Mr. Stiger reported the following:

- Mr. Stiger reported that Building A & C from Hoffman Park are gone. The pavilion is almost complete. A timber framing company went out to look at the old barns; some of the beams may have value.
- Mr. Stiger reported that Maser Consulting through the Highlands is looking at redevelopment sites. Mr. Stiger named some potential sites. He will put a list together and forward to the contact at Maser.
- Mr. Stiger reported he had a Farmland Preservation meeting with the SADC, Land Conservancy and Agricultural Advisory Board.

Mr. Stothoff reported the following:

- Mr. Stothoff reported that if there is anything that needs to be updated on the website to please let him know. He asked that if anyone has photos for the website to please let him know.
- Mr. Stothoff reported that he does not anticipate winter sports to proceed through the Recreation Committee due to COVID-19.

c. CFO Report

- Ms. Brennan received an update to the personal handbook from Nick of Matt Giacobbe's office. The first draft will be early next week. She will share this with Mr. Stiger and anyone else who would like to review.
- Ms. Brennan received an email from Patricia Martucci, the School Board Administrator. The School Board would like to have a joint meeting to discuss further shared services with regard to snow plowing. Ms. Brennan is trying to see if this can be achieved with a subcommittee from the Township and a subcommittee from the School Board.

d. Fire Dept. Report

- Chief Narbonne advised Pattenburg Fire Dept. answered 292 alarms total and that there were 14 structure fires in Union Township alone. He advised the yearly meeting would be on January 25th. He advised the officers would stay the same. They are also budgeting and reviewing costs for a new fire truck. Mr. Strauss will be involved once Chief Narbonne has collected more information.
- He reported that one engine is receiving heavy repairs but is working with mutual companies for assistance.

e. Mayor's Report

- Mr. Mazza reported that he was approached by the Union Township Department of Roads & Facilities Foreman regarding the use of a Township site for storage of equipment. He asked what the Committee thinks about putting a new building on top of the existing slab for storage. Discussion ensued regarding options for a new storage building.

15. PUBLIC COMMENTS

- No Comments from the Public.

16. EXECUTIVE SESSION – 8:04 PM

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;

NOW THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Union will convene in an Executive Session that will be limited only to consideration of items with respect to which the public may be excluded pursuant to N.J.S.A. 10:4-12b. The general nature of the subject or subjects to be discussed in this session is as follows:

Matters falling within the attorney-client privilege [N.J.S.A. 10:4-12b(7)]:

- a. Matters falling under the Attorney-Client privilege regarding Clinton Quarry, LLC

The matters discussed in this session will be disclosed to the public when the need for confidentiality no longer exists.

No action shall be taken in Closed Session. Formal action might be taken following the conclusion of the executive session.

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 8:54 pm.

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

17. 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 8:55 p.m. Mr. Stothoff seconded the motion. Motion carried by unanimous favorable roll call vote.

Prepared by: Ella M. Ruta, Municipal Clerk

Frank Mazza, Mayor