

**1. CALL TO ORDER**

Mayor DeGiralamo called the meeting to order at 7:09 p.m.

- 2. "Sunshine Law" Announcement** - Adequate notice of this public meeting has been published in the Hunterdon Democrat and Courier News, posted on the municipal bulletin board and the Township website in accordance with the Open Public Meeting Act, Chapter 231, P.L. 1975. This notice has also been filed in the Municipal Clerk’s office.

**3. FLAG SALUTE**

**4. ROLL CALL**

	Present	Absent
Mr. Mazza	x	
Mr. Hirt	x	
Mr. Stiger	x	
Mr. Lordi	x	
Dr. DeGiralamo	x	

Also present Trishka Waterbury Cecil, Esq., Robert Clerico, Engineer, Grace Brennan, CFO and Ella M. Ruta, Municipal Clerk.

**5. APPROVAL OF PRIOR MEETING MINUTES**

- a. Re-organization Meeting Minutes of January 5, 2022
- b. Regular Meeting Minutes of January 19, 2022
- c. Budget Workshop and Executive Session Meeting Minutes of February 2, 2022

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Mazza		x			x	
Mr. Hirt			x			
Mr. Stiger	x		x			
Mr. Lordi			x			
Dr. DeGiralamo			x			

Motion carried

**6. VISITORS**

**7. REPORTS RECEIVED – acknowledged**

- a. Road Dept.- Week Ending; 1/14/22; 1/21/22; 1/28/22; 2/04/22
  - b. Zoning Officer – December 2021
  - c. Animal Control Officer – January 2021
  - d. Municipal Court – January 2022
  - e. Public Safety Director - Marc Strauss distributed his written report to the Committee and the Clerk. He gave a brief overview of the report.
  - f. Engineer’s Report
- Filed necessary documents with NJ DOT to receive grant funds for the Baptist Church Rd. Section 1 Project.
  - Bids were published for the Baptist Church Rd. Section 2A Project. They should be presented to the Committee at the March 16, 2022 meeting.

Mr. Mazza asked Engineer Clerico about missing STOP and DO NOT ENTER signs at Pilot Travel Center.

## 8. CORRESPONDENCE/WRITTEN COMMUNICATIONS –

Mr. Stiger mentioned the following not related to correspondence:

Mr. Stiger contacted the County Engineer and was told they would include the project on the GIS map. They will be waiting to do repairs until they know when the other Baptist Church construction will be scheduled. They don't want to have both ends of the road closed at the same time.

## 9. PUBLIC COMMENTS

Mark Seguire, 52 Rupell Road addressed the Committee concerning the noise generated by Shotgun and High Power Rifle Shooting Range owned by Clinton Wildlife and Management, Route 173 East. Mr. Seguire said he contacted Susan Predl at NJ Wildlife Management and was told that she would be looking into the issue, but she said she has no authority to adjust the hours the range is open. Restrictions on the hours of operation would have to be established by the Township. In the meantime, Mr. Seguire said, the noise starts at 8:00 am and doesn't stop until dusk every day of the week. He said weekends are really bad.

Mr. Seguire stated that the problem began when the Range was renovated about two years ago and high powered rifles were allowed to be discharged. Atty. Waterbury Cecil said she will look into the State's Noise Regulations and contact former Committee member Severino who was working on the issue.

## 10. PUBLIC HEARING

## 11. UNFINISHED BUSINESS

## 12. NEW ORDINANCES - 1<sup>st</sup> 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 #2022-35:** Amending Affordable Housing Agreement – P.S. Construction

### RESOLUTION #2022-35

#### AMENDED

#### AFFORDABLE HOUSING AGREEMENT

THIS AMENDED AGREEMENT is made on this 16 day of February 2022 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 ("Township") and **P.S. CONSTRUCTION**, a Pennsylvania corporation (authorized to do business in New Jersey) with offices at 2150 Stoney Garden Road, Kintnersville, PA, 18973 ("Developer").

**WHEREAS**, the New Jersey Fair Housing Act ("FHA"), *N.J.S.A. 52:27D-301, et seq.* requires each municipality in New Jersey to provide its fair share of affordable income housing; and

**WHEREAS**, the Council on Affordable Housing ("COAH") is the State administrative agency having primary jurisdiction to assure that each municipality has in place a plan to fulfill its obligation to provide affordable housing pursuant to COAH's rules and regulations, as described in *N.J.A.C. 5:93 et seq.*; and

## MINUTES OF REGULAR MEETING February 16, 2022

**WHEREAS**, by Resolution adopted on April 28, 2005, the Developer received major subdivision approval to subdivide Block 22, Lot 27 into Lots 27.02, 27.03 and 27.04, for the project known as Rolling Hill Estates; and

**WHEREAS**, by Resolution adopted on May 22, 2008 (the "2008 Approval"), the Developer received approval to subdivide remaining Block 22, Lot 27 into sixteen (16) residential lots; and

**WHEREAS**, the 2008 Approval included a condition (the "Condition") that required the Developer to provide two (2) affordable housing units (the "COAH Units") on Lot 27.04 and that the COAH Units were to be constructed and certificates of occupancy issued prior to the issuance of the eighth (8<sup>th</sup>) building permit for the market-rate dwellings; and

**WHEREAS**, as a condition of such approvals, the Developer filed for and received use variance(s) and/or bulk variance(s) approval for the proposed affordable housing units on Lot 27.04; and

**WHEREAS**, the Township adopted and endorsed a Housing Element and Fair Share Plan ("Housing Plan") on May 27, 2010 and June 2, 2010, respectively, and petitioned COAH for third round substantive certification on June 8, 2010; and

**WHEREAS**, the Township's 2010 adopted Housing Plan includes two (2) affordable units as part of the PS Construction site ("Project"); and

**WHEREAS**, on December 12, 2013, and in accordance with the 2008 Approval, the Union Township Planning Board approved an application for use, density and bulk variances and preliminary and final major site plan approval to construct a four-bedroom, single family dwelling together with an attached two-story, three bedroom apartment on the north side of the single family dwelling, with a detached garage with a two-bedroom apartment above the garage on the Property (the "2013 Approval"); and

**WHEREAS**, the Developer subsequently applied to the Union Township Planning Board to change the use of Lot 27.04 from the two required affordable units and one market rate residential dwelling to two required affordable units without any market rate housing; and

**WHEREAS**, by Resolution dated September 23, 2021, the Developer received approval to modify the Condition to allow the Developer to construct one duplex consisting of two (2) affordable rental apartment units as required by the 2008 Approval with use variance and bulk variance relief; and

**WHEREAS**, the relief granted by the Planning Board does not change the number of affordable housing units or the number of bedrooms in each such affordable housing unit previously required;

**WHEREAS**, the Township wishes to enter into a separate amended affordable housing agreement with the Developer, to supersede all previously executed affordable housing agreements relating to the subject Property, to ensure that the two (2) affordable housing units are approved, developed, constructed, affirmatively marketed and administered over the required affordability control period by the Developer pursuant to the FHA, COAH's regulations and the Uniform Housing Affordability Controls ("UHAC") standards defined in N.J.A.C. 5:80-26.1 *et seq.*; and

**WHEREAS**, the Township has determined that the project, in compliance with the requirements of COAH, UHAC and the implementation of the required affordability controls, will also assist the Township in satisfying its affordable housing fair share obligation.

WHEREAS, the Township and Developer entered into a developer's agreement executed by both parties contemporaneously with this agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree to amend the above referred to Affordable Housing Agreement dated January 2, 2014 as follows:

1. **PURPOSE OF AGREEMENT**

The Township and Developer agree that the purpose of the Agreement is to enable the Township to satisfy its affordable housing obligation through the Developer's production of two (2) affordable rental apartments at the property identified in Section 2. The affordable units to be developed will provide housing for low-income households for a period of at least 30 years and meet COAH's regulations and the UHAC regulations.

2. **PROPERTY INCLUDED IN AGREEMENT**

The Developer received preliminary and final major subdivision for the project known as Rolling Hill Estates (Block 22/Lot 27) which requires the affordable housing production on Block 22/Lot 27.04 (hereinafter referred to as the "PROPERTY").

3. **THE "PROJECT"**

The Developer agrees, at its sole cost and expense, to develop the subject property with a duplex unit in which one (1) unit of the duplex will be a single-family, three-bedroom, low-income affordable apartment rental unit. The second affordable apartment rental unit will be a single-family, two-bedroom, low-income rental unit. The two (2) affordable rental units will be income restricted to the UHAC standards required for credit-worthiness toward Union Township's affordable housing obligation. The maximum rent for the low-income units will be set at fifty (50%) percent of the regional median income in accordance with COAH's regulations.

4. **AFFORDABLE HOUSING REQUIREMENTS**

Each rental apartment unit must comply with the applicable COAH and UHAC regulations. The parties acknowledge that these regulations address, among other things affirmative marketing requirements, screening requirements, rental and re-rental requirements and deed restriction requirements. UHAC requirements regarding bedroom distribution, very low/low/moderate income split and pricing requirements, have been established in section 3. above. Each rental apartment equals one credit per COAH's regulations at *N.J.A.C. 5:93 et seq.* The Developer shall have an obligation to maintain the COAH/UHAC creditworthiness of the units.

5. **APPROVALS; PHASING OF COAH UNITS**

The Developer submitted a complete application for use variance(s) and/or bulk variance(s) approval for the proposed affordable housing units on Lot 27.04, and received the necessary approvals for same. The affordable apartment rental units shall be built and certificates of occupancy issued prior to the issuance of the eighth (8<sup>th</sup>) building permit for the market-rate dwellings on Lot 27. The Developer shall comply with all requirements and conditions of the September 23, 2021 Union Township Planning Board Resolution.

6. **ACCESSIBLE AND ADAPTABLE AFFORDABLE UNITS**

The Developer is responsible for complying with COAH's accessible and adaptable affordable housing requirements at *N.J.A.C. 5:97-3.14 et seq.*

7. **EXPERIENCED AFFORDABLE HOUSING ADMINISTRATIVE AGENT**

The Developer is responsible for entering into a contract with an experienced affordable housing administrative agent in accordance with COAH's affordable housing requirements and UHAC requirements for at least a 30-year period covering the affordability controls on both affordable units. The Township shall have no financial obligations under this provision and all associated expenses to create and maintain the creditworthiness of the affordable units shall be solely borne by the Developer, its successors, or assigns. The Developer's contract with an experienced affordable housing administrative agent and an affirmative marketing plan shall be submitted to the Township for review and approval at least six (6) months prior to certificates of occupancy issued for the two (2) affordable rental units in order to provide sufficient time to start required affirmative marketing procedures for the affordable units. The experienced affordable housing administrative agent shall provide the Township with annual COAH unit monitoring reports (on COAH forms) no later than February 15<sup>th</sup> each year. Any subsequent change in administrative agent shall also be submitted to the Township for approval, which Township approval shall not be unreasonably withheld.

8. **COMPLIANCE WITH COAH'S RULES AND MAINTENANCE OF PROJECT**

The Developer agrees that all units shall be marketed, rented, occupied and maintained in strict compliance with COAH's and UHAC's rules and regulations, both present and future, including, but not limited to controls on affordability and affirmative marketing. Further, the Developer shall comply with all existing building, property maintenance and health codes and shall keep on file with the Township Clerk the name and address of the property manager, the experienced affordable housing administrative agent and other contact information as may be required. Each affordable housing unit on the subject property shall be in sound, habitable condition, through at least the minimum 30-year affordability control period. Every five (5) years of the affordability control period, the Township Construction Official shall inspect each affordable unit to verify that the units are in sound, habitable condition.

9. **OBLIGATION TO PROPERLY DEED RESTRICT THE UNITS**

The Project will be deed restricted for a period of at least thirty (30) years as two (2) low-income affordable ~~accessory~~ apartment rental units so that the affordable units therein will qualify for affordable housing credits towards the Township's affordable housing obligations. The Developer will retain an experienced affordable housing administrative agent, and will work with the Township's attorney, to ensure that the deed restriction satisfies COAH and UHAC requirements. The deed restriction, along with this Agreement, shall be recorded with Hunterdon County. The Developer shall be responsible for all costs associated with the filing of the deed restriction and ensuring that the Township receives a copy of the recorded deed restriction.

10. **OBLIGATION TO LEASE AFFORDABLE UNITS IN MANNER THAT MAINTAINS THEIR CREDITWORTHINESS**

Notwithstanding the foregoing, Developer including its successors and assigns shall have the continuing responsibility to lease the units in accordance with applicable Federal, State, and local laws for at least thirty (30) years and maintain the *Mount Laurel* creditworthiness of the affordable units. In the event of any breach of this continuing responsibility, the Township shall have all remedies available in equity and law.

11. **DEFAULT**

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged

default as follows: (i) the benefited party shall notify the defaulting party of such alleged default specifying the nature of the default, (ii) the defaulting party shall thereafter have thirty (30) business days to effect a cure; (iii) the benefitted party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

12. **NOTICES**

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Developer: P.S. Construction  
2150 Stoney Garden Road  
Kintnersville, PA, 18973  
Attn: Peter Streletz  
Fax No. 610-

With a copy to: Jeffrey Lehrer, Esq.  
DiFrancesco Bateman  
15 Mountain Blvd.  
Warren, NJ 07059  
Fax No. 908-757-8039

To the Township: Office of the Mayor  
140 Perryville Road  
Hampton, NJ 08827  
Fax No. 908-735-0591

With a copy to: Ella Ruta, Township Clerk  
140 Perryville Road  
Hampton, NJ 08827  
Fax No. 908-735-0591

With a copy to: Office of the Township Attorney  
140 Perryville Road  
Hampton, NJ 08827  
Fax No. 908-735-0591

13. **MISCELLANEOUS.**

**Captions.** Captions and titles to this Agreement are inserted for the purposes of convenience and reference only and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.

**Cooperation.** The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement to provide affordable housing to satisfy the Township’s fair housing obligations. The Developer further agrees to participate in any proceedings before COAH as COAH may request.

**Waiver.** Each of the parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any party shall not be construed as a waiver of these provisions and obligations.

**Entire Agreement.** This Agreement and its prefatory statements and recitals constitute the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any representation and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the parties.

**Preparation.** The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on a parity among the parties and any presumption for resolving ambiguities against the drafter shall not apply.

**Counterpart Signature.** This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately upon the delivery of a facsimile counterpart, the sending party shall deliver a counterpart with the original execution page.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year as set forth in this Agreement.

Attest: TOWNSHIP OF UNION

A Municipal Corporation of the State of New Jersey

\_\_\_\_\_  
Ella M. Ruta, RMC  
Municipal Clerk

By: \_\_\_\_\_  
David DeGiralamo, Mayor

Attest:

PS Construction,  
a Pennsylvania Corporation

\_\_\_\_\_

By: \_\_\_\_\_,  
Peter Streletz, President

**b. RESOLUTION #2022-36:** Refund Redemption to Lienholder – Certificate #2020-003

**RESOLUTION #2022 - 36  
TOWNSHIP OF UNION, HUNTERDON COUNTY  
RESOLUTION TO REFUND REDEMPTION TO LIENHOLDER**

**WHEREAS**, Tax Sale Certificate #2020-003 was issued to US Bank Cust/Pro Cap 8/Pro Capital Mgt II, in the amount of \$4,258.33 on October 21, 2020; and

**WHEREAS**, the lien was redeemed on February 2, 2022, in the amount of \$27,464.83 in accordance with provisions of NJSA 54:5-60 et seq.; and

**NOW, THEREFORE, BE IT RESOLVED**, on this 16<sup>th</sup> day of February, 2022, by the Township Committee of the Township of Union, Hunterdon County, State of New Jersey, as follows:

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1. The Treasurer issue a check in the amount of \$27,464.83 and a premium of \$17,100.00 for a total of \$44,564.83 payable to US Bank Cust/ Pro Cap 8, 50 South 16<sup>th</sup> St., Suite 2050, Philadelphia, PA 19102
  2. That this resolution shall take effect immediately upon adoption.
- c. **RESOLUTION #2022-37:** Authorizing the Tax Collector to Cancel Property Taxes Block 30 Lot 1.13 Pursuant to 100% Disabled Veteran Exemptions

**RESOLUTION # 2022 - 37****TOWNSHIP OF UNION, HUNTERDON COUNTY****RESOLUTION TO AUTHORIZE THE TAX COLLECTOR TO CANCEL PROPERTY TAXES FOR BLOCK 30 LOT 1.13 PURSUANT TO 100% DISABLED VETERAN EXEMPTION**

**WHEREAS**, pursuant to N.J.S.A. 54:4-3.00(a) the dwelling house and cartilage owned by a citizen or resident of New Jersey who is a veteran and has a total or 100% permanent disability as defined therein may be exempt from property tax; and

**WHEREAS**, Latoya Stuckey is a resident and citizen of New Jersey who served in active war time and was honorably discharged from the U.S. Armed Forces was declared by the U.S. Department of Veterans Affairs to be totally and one hundred percent permanently disabled; and

**WHEREAS**, Latoya Stuckey owns legal title to the entire dwelling house and cartilage on the property identified as Block 30, Lot 1.13 (3 Wood Hollow Drive), which is his/her principal place of residence; and

**WHEREAS**, Latoya Stuckey filed an application and the Tax Assessor approved the exemption effective November 12, 2021 based on the application and information provided; and

**WHEREAS**, Colleen Dolan, Tax Collector advises that the prorated amount of 2021 taxes in the amount of \$2,243.73 need to be cancelled; and

**WHEREAS**, payments totaling \$16,379.22 have been received by the Tax Collector for 2021 taxes; and

**WHEREAS**, payments totaling \$4,094.81 have been received by the Tax Collector for 2022 taxes; and

**WHEREAS**, the disabled veteran should be refunded \$6,338.54 which represents an overpayment of property taxes paid in 2021 and 2022; and

**NOW, THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Union, County of Hunterdon, State of New Jersey that taxes in tax year 2021 for Block 30 Lot 1.13 be cancelled and a refund be given in the amount of \$6,338.54 and the records of the Tax Collector be adjusted to reflect the exempt status of this property.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution is provided to the Tax Collector, Tax Assessor and Chief Financial Officer.

- d. **RESOLUTION #2022-38:** Authorization to Refund Over Payment of 2021 Taxes

**RESOLUTION #2022 - 38****TOWNSHIP OF UNION, HUNTERDON COUNTY****RESOLUTION TO REFUND OVER PAYMENT OF 2021 TAXES**



**WHEREAS**, the Tax Assessor granted a Veteran Exemption for Block 22, Lot 20.02, 80 Route 513 effective March 9, 2021; and

**WHEREAS**, a payment was received on August 11, 2021 in the amount of \$2,378.97 from the mortgage company which resulted in an over payment of the 2021 property taxes; and

**WHEREAS**, Bradley Lattig, the property owner, has requested a refund of the overpayment;

**NOW, THEREFORE, BE IT RESOLVED**, on the 16<sup>th</sup> day of February, 2022 by the Township Committee of the Township of Union, Hunterdon County, State of New Jersey, as follows:

1. The Tax Collector should refund the amount of \$2,378.97
2. The CFO shall refund \$2,378.97 to Bradley Lattig, 80 Pittstown Road, Annandale, NJ 08801
3. This Resolution shall take effect immediately upon adoption.

e. **RESOLUTION #2022-39**: Appointing Judge of Union Township Municipal Court

#### **RESOLUTION #2022-39**

##### **Appointing Judge of Union Township Municipal Court**

**WHEREAS**, the term of the present Judge of the Union Township Municipal Court expires on April 1, 2022; and

**WHEREAS**, the “Interlocal Services Agreement between the Township of Clinton and the Township of Union to Provide for the Sharing of Facilities, Personnel and Resources by the Municipal Courts,” dated January 1, 2018, provides that the parties Shared Courts shall continue to share all personnel, as authorized by Statute including Judge(s), Prosecutor(s), Public Defender(s), Court Administrator, Deputy Court Administrator(s) and clerical personnel, and that the staffing of these positions shall be from among the personnel currently employed or appointed and serving Clinton Township, and that Union Township’s portion of the compensation of such personnel shall be included in the payment of Union Township to Clinton Township pursuant to Paragraph X of said Interlocal Services Agreement; and

**WHEREAS**, notwithstanding that Clinton Township and Union Township appoint the same persons as Judge, Court Administrator, Prosecutor, and Public Defender, the jurisdiction of the Municipal Court of each municipality shall be separate and each municipality retains its right of appointment as provided in N.J.S.A. 2B:12-4 (Judge) 2B:24-3 (Public Defender) and 2B:25-4 (Prosecutor) and in applicable case law; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Union, in the County of Hunterdon, State of New Jersey that Eric M. Perkins, the current Judge of the Clinton Township and Union Township Municipal Courts be, and is hereby, reappointed as the Judge of the Union Township Municipal Court effective April 1, 2022, for a term in accordance with law, or until the expiration of the above mentioned Interlocal Services Agreement, whichever shall first occur; and

**BE IT FURTHER RESOLVED** that the salary and benefits, including FICA, PERS contributions, workers compensation insurance and group health insurance of the said re-appointed Judge of the Union Township Municipal Court Eric M. Perkins shall continue to be paid by Clinton Township in accordance with Paragraph X of the above referred to Interlocal Services Agreement; and

**BE IT FURTHER RESOLVED** that a certified copy of the within resolution shall be forwarded to the Municipal Clerk and the Administrator of Clinton Township, to the Judge and Court Administrator of the Clinton Township Municipal Court and to the Assignment Judge and the Municipal Division Manager of Vicinage 13 of the Superior Court, who will thereafter, through the Municipal Division Manager, provide a copy to the Administrative Office of the Courts.

**f. Motion to Approve – 2022 Annual License for Pattenburg Trailer Park**

**g. Payment of Bills**

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Mazza	x		x			
Mr. Hirt			x			
Mr. Stiger		x	x			
Mr. Lordi			x			
Dr. DeGiralamo			x			

Motion Carried

End of Consent Agenda

**14. REPORTS**

a. **Attorney’s Report** – no report for this evening

b. **Committee Report**

Mr. Mazza reported the following:

- Contacted Hunterdon County Sheriff’s Office regarding picking up refuse on both sides of Route 173 and Frontage Road from Exit 11 to 13. They will be bringing a crew as soon as the weather improves.
- Advised that trees removed from the property at 49 Cooks Cross Road will be replaced with new ones. New owners are planning to do organic farming.

Mr. Lordi reported the following:

- Buildings and Grounds - Updated the Committee on the progress of various projects to improve the exterior and interior of the Municipal Building. Mentioned that the UNION TOWNSHIP sign in front of the Municipal Building has been repaired and it once again illuminates at night. Brief discussion ensued regarding funding and timeline of completion of different projects.
- Website - Stated that the current contract with GovOffice expired January 31, 2022. Mr. Lordi said that as per discussion at the last meeting he updated the contract from value level to the next one that would allow for additional features. The agreement has been sent to CFO Brennan for signature. Spoke with Bill Honachefsky, Vice President of Union Forge Heritage Association about including some of the local history on the website and possibly on the Township’s Seal. Spoke with Bill Benzi from Cit-e-net. The link to online Property Tax Payment will be refreshed and be more user friendly for those who pay taxes online. Possibility of online dog license renewals was also discussed. Also, Mr. Lordi said he contacted Spatial Data Logic (SDL), but their online payment software is more expensive.
- IT – the Committee should be looking into transitioning into a newer email system. All municipal computers are up-to-date as per the expert that looked at them back in January.

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- On February 11, 2022 met with Barbara Foran from NJ DOT regarding the quiet zone designation at the Perryville Road Railroad Crossing. Mr. Lordi said it can be done, but the process would be very lengthy and costly. Atty. Waterbury Cecil recommended contacting Clinton Township. She said they did extensive research pertaining to a quiet zone designation.
- Contacted Sandra Balance, Technology Coordinator at the Township Schools. They are using Zoom to streamline their meetings, which would be the most effective and low cost option for the Township. Also, spoke with the Clerk at Franklin Township, but they are still holding their meetings virtually.
- Was asked by Mrs. Brennan to participate in the meeting with Comcast on February 22<sup>nd</sup>.
- Had a conversation with Trooper Walsh about ongoing issues at Pilot Travel Center. Patrolling by State Troopers was discussed.

State Trooper Walsh, present at the meeting, said that the State Police is actively policing Pilot Travel Center area, as best as they can. He said that past discussions with TC members were about how other municipalities without local Police Departments hire and pay for auxiliary patrols. Trooper Walsh said that arrangements with various other municipalities seem to be working very well. He offered to provide names of those municipalities if the Committee is interested in contacting them. Discussion ensued regarding various options of involving State Police Troopers in patrolling the Pilot Travel Center area.

Messrs. Lordi and Mazza will be working on the matter.

The following were not scheduled items on the agenda.

CFO Brennan asked that the following motion be approved:

To authorize CFO Grace Brennan on behalf of the Township to sign the renewal contract with GovOffice (website master) as negotiated by Mr. Lordi.

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Mazza	x		x			
Mr. Hirt			x			
Mr. Stiger		x	x			
Mr. Lordi			x			
Dr. DeGiralamo			x			

Motion Carried

Mr. Stiger asked that the following motion be approved:

To provide Road Crew with time and a half on Saturdays and double time on Sundays and Holidays.

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Mazza			x			
Mr. Hirt		x	x			
Mr. Stiger	x		x			
Mr. Lordi			x			
Dr. DeGiralamo			x			

Motion Carried

Mr. Stiger reported the following:

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- Farmland Preservation Plan – in updating the plan it was discovered that five targeted farms for preservation are not in an agricultural development zone; therefore the cost of preserving them would be 100% to the Township. If the zoning is changed, 80% of the cost would be coming from the State and the County.
- Topic of the next Virtual Talk on the March 11<sup>th</sup> HC Planning Dept. meeting is “Model Municipal Electric Vehicle Ordinance” if anyone is interested.

Mr. Hirt reported the following:

- Asked the status of purchasing a generator for the Municipal Building. Briefly discussed.

**c. Finance Officer’s Report -**

- Need an ad hoc Committee to work on the Municipal Court Shared Services Agreement with Clinton Township. Current agreement expires at the end of the year. Atty. Waterbury Cecil recused herself from negotiations as she represents both Townships. Mrs. Brennan said she contacted Atty. Jost and he agreed to assist Union Township with negotiations. Messrs. DeGiralamo and Mazza agreed to participate in negotiations.

**d. Pattenburg Volunteer Fire Dept. – Deputy Fire Chief present at the meeting**

- Deputy Fire Chief Sadusky said they are compiling documents requested by the Committee and that they would be available in the next few days.

**e. Mayor’s Report**

- 2022 Municipal Budget – Second Budget Workshop was held just an hour ago during which a few important line items were discussed. Waiting for guidance from the State regarding allocation of funds received for Covid-19 Relief. Next Budget Workshop is scheduled for March 2, 2022.
- Pattenburg Volunteer Fire Company - Had a productive conversation with Chief Narbonne and President Harding regarding PVFC’s compliance with the 2016 Ordinance and the organization leadership. The follow up meeting was held last night to assess progress. Mayor DeGiralamo stated that documents requested by the Committee will be submitted by March 1<sup>st</sup> or sooner. He also said that the Committee is aware that the Division of Fire & Safety is conducting an audit of the Fire Company’s operations in order to ensure that the Company is in full compliance with State requirements. Public Safety Director Marc Strauss is serving as the Township’s contact person with respect to the State’s investigation and is working with the Fire Company leadership to make certain the State obtains necessary documents and information.
- JCP&L – Mayor was pleased to report that he was contacted by the new external liaison from JCP&L. Her name is Amy Overman. Mayor mentioned he has invited Ms. Overman to the Township’s March 16, 2022 meeting and she will be attending.
- Township Events planning – First event would be Easter an Egg Hunt at Finn Road Park. Presumptive date is set for April 9, 2022; however, on February 27<sup>th</sup> at 3 pm a meeting will be held to plan and discuss the event. As mentioned at the last meeting, organizing a summer Olympic event at the Spruce Run Reservoir with Town of Clinton Mayor Kovach was discussed. Also, mentioned the possibility of an Octoberfest event and finally, the 2<sup>nd</sup> Annual Tree Lighting.
- Other Items - Mayor DeGiralamo said that it remains his biggest commitment that communication with residents is raised to a higher level. In keeping with that goal, the Mayor said Page Stiger is working on more detailed and robust Road Improvement Projects Priority List. Richard Lordi is shepherding our website to make it more user friendly and intuitive. Mayor DeGiralamo said that he would like to introduce a “Mayor’s Letter” to the revamped website which would be posted on a monthly basis so that all residents are cognizant of Committee’s work.

Finally, Mayor DeGiralamo said he is interested in generating a Township Newsletter. He said he spoke with Town of Clinton Councilman Mike Humphrey about their newsletter and would model and apply production of their newsletter to this Township. He and Atty. Waterbury Cecil explained the process of funding, sponsorship, printing and distribution to residents free of charge.

Mr. Lordi asked if it will be a quarterly publication.

Mayor responded that he would like it to be a quarterly publication.

Discussion followed about contents of the Township Website and MindShare group Newsletter becoming the Township Newsletter and topics associated with the same.

State Trooper Walsh announced and invited everyone to a basketball game between UT Middle School and State Troopers scheduled for March 4, 2022.

Page Stiger mentioned that the UT Recreation Committee received a grant to pave walking paths at Finn Road Park. Mr. Stiger suggested to the those who are overseeing the grant to first speak with the public before making any decisions.

- Mayoral Appointment – David Stothoff as Alternate III to the Planning Board/Board of Adjustment  
Steve Wardell as Citizen Member to UT Environmental Commission upon  
resignation of Steve Hurford  
Josy Gunther as Alternate II Member to UT Environmental Commission

Mayor DeGiralamo made the above listed appointments.

Mr. Lordi stated that Steve and Mary Beth Hurford are moving out of the Township and would like to take the opportunity, on behalf of the Committee, to express thanks and appreciation for their contribution and dedication over the years to this Township and the community.

## 15. PUBLIC COMMENTS - none

## 16. EXECUTIVE SESSION

### Resolution #2022-40

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:

- a. Matters falling within the attorney-client privilege [N.J.S.A. 10:4-12b(7)]: Jutland Lake Dam, Pattenburg Fire Company

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

BE IT FURTHER RESOLVED by the Township Committee of the Township of Union assembled in public session on February 16, 2022 at 8:46 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.

MINUTES OF REGULAR MEETING February 16, 2022

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Mazza			x			
Mr. Hirt	x		x			
Mr. Stiger			x			
Mr. Lordi		x	x			
Dr. DeGiralamo			x			

Motion Carried

The Committee returned to regular meeting session at 10:15 p.m.

17. ADJOURNMENT

There being no further business to come before the Township Committee at this time Mr. Stiger made a motion to adjourn the meeting at 10:16 p.m. Mr. Hirt seconded the motion. Motion carried by unanimous favorable roll call vote.

Transcribed by: Ella M. Ruta, Municipal Clerk

David DeGiralamo, Mayor