

WHITE TOWNSHIP COMMITTEE

MINUTES OF MEETING FEBRUARY 27, 2014

CALL TO ORDER

Mayor Sam Race called the meeting to order at 7:00 p.m. and stated ‘Adequate Notice of this meeting of February 27, 2014 has been given in accordance with the Open Public Meetings Act by forwarding a notice of the date, time, and location of the meeting to the The Express-Times and Star-Gazette; and by posting a copy thereof on the bulletin board in the Municipal Building and the township website. Formal action may be taken at this meeting. Public participation is encouraged. This agenda is subject to last minute additions and deletions by the White Township Committee’.

FLAG SALUTE

The Mayor asked everyone to stand for the flag salute.

ROLL CALL

Present: Mayor Race, Committeepersons Herb and Mackey, Attorney Tipton and Clerk Kathleen Reinalda.

RESOLUTIONS

Res. 2014-10: Motion to adopt the following resolution made by Mrs. Mackey, seconded by Mr. Herb and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

RESOLUTION 2014-10

AUTHORIZATION TO RETAIN PROFESSIONAL SERVICES (LOCAL PUBLIC CONTRACTS LAW)

WHEREAS, N.J.S.A. 40A: 11-1 etc. known as the Local Public Contracts Law, requires that all contracts or agreements for the performance of any work, shall not be made or awarded unless public advertising for bids and bidding therefore is solicited; and

WHEREAS, N.J.S.A. 40A: 11-5 provides that any contract or agreement may be made, negotiated or awarded without public advertising for bids and bidding, therefore, if the subject matter thereof consists of professional services and are rendered or performed by a person authorized by law to practice a recognized profession; and

WHEREAS, the Township of White has need for such professional services, which services will be performed by persons authorized by law to practice a recognized profession.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of White, that in accordance with the provisions of N.J.S.A. 40A: 11-1 et seq. the Mayor and Township Committee shall proceed with the awarding of contracts for the following enumerated services, without the advertising for and the receipt of bids for such work, inasmuch as they are professional services as set forth in said statute:

Bond Counsel	John Draikiwicz (Gibbons P.C.)
Municipal Attorney	Brian Tipton, Esq. (Florio, Perrucci, Steinhardt & Fader)
Municipal Engineer	Paul Sterbenz (Maser Consulting P.A.)
Public Defender	Scott Wilhelm (Winegar, Wilhelm, Glynn & Roemersma)
Municipal Auditor	David Evans (Nisivoccia LLP)

BE IT FURTHER RESOLVED, that the clerk is hereby authorized and directed to publish a copy of this resolution in the official newspaper of the Township of White.

Res. 2014-11: Motion to adopt the following resolution made by Mr. Herb, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

**PROFESSIONAL SERVICES RESOLUTION
LAND SURVEYING SERVICES – FINELLI CONSULTING ENGINEERS, INC.**

WHEREAS, there exists a need for a professional surveyor to prepare a boundary survey of Block 13, Lot 22 owned by John J. Walburn Jr.; and

WHEREAS, the township has provided funds for expenditures dealing with such professional services; and

WHEREAS, the price for the survey will not exceed \$6,700.00; and

WHEREAS, the firm of Finelli Consulting Engineers, Inc., licensed professional in the State of New Jersey, agrees to provide such services pursuant to its December 30, 2013 proposal, attached hereto and incorporated herein by reference, which the Township of White deems fair and equitable for said professional services; and

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

WHEREAS, Finelli Consulting Engineers agrees to incorporate into the agreement the mandatory language of subsection 3.4(a) of the Regulations promulgated by the State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the contractor agrees to comply with the terms, provisions and obligations of said section 3.4; and

WHEREAS, adequate funds for the contract are available in account number 40841065 (Open Space Account),

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of White as follows:

1. The mayor and clerk of the Township of White are hereby authorized and directed to execute a duplicate of this resolution, which shall act as the authority and agreement between the Township of White and Finelli Consulting Engineers for its retention as surveyor for the township in connection with preservation of the Walburn farm property.
2. The services rendered by the contractor shall be as described in the December 30, 2013 proposal and in accordance with a professional services contract, copies of which are on file in the municipal clerk's office.
3. The contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A: 11-5(1)(A) of the Local Public Contracts Law because the contractor is an appraisal firm comprised of individuals licensed in the State of New Jersey and, as such, is duly qualified as a professional to carry out the subject services, which are expressly exempt from the local public contracts bidding requirements.
4. The contractor shall execute an Affirmative Action Affidavit, to be completed by firms with less than 50 employees in the form prescribed by the State of New Jersey attesting to its compliance with P.L. 1975, c.127 and the rules and regulations pursuant thereto; and the affidavit shall be attached to the professional services contract.
5. The contractor shall attach its New Jersey Business Registration certificate to the professional services contract.
6. The contractor shall complete and submit a Business Entity Disclosure Certification which certifies that Finelli Consulting Engineers has not made any reportable contributions to a political or candidate committee in the Township of White in the previous year, and that the contract will prohibit Finelli Consulting Engineers from making any reportable contributions through the term of the contract. The disclosure shall be attached to the professional services contract.
7. A notice of this action shall be printed once in "The Star Gazette" and/or "The Express Times".
8. Copies of this Resolution shall be forwarded to the contractor, the Township Attorney and the Township Treasurer/CFO.

Res. 2014-12: Motion to adopt the following resolution made by Mr. Herb, seconded by

Mrs. Mackey and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

**PROFESSIONAL SERVICES RESOLUTION
TITLE COMPANY – TITLE LINES**

WHEREAS, there exists a need for a professional title company to prepare a title for Block 13, Lot 22 owned by John J. Walburn Jr.; and

WHEREAS, the township has provided funds for expenditures dealing with such professional services; and

WHEREAS, the price for the title work will not exceed \$581.50; and

WHEREAS, Title Lines, agrees to provide such services pursuant to its December 26, 2013 proposal, attached hereto and incorporated herein by reference, which the Township of White deems fair and equitable for said professional services; and

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

WHEREAS, Title Lines agrees to incorporate into the agreement the mandatory language of subsection 3.4(a) of the Regulations promulgated by the State Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and the contractor agrees to comply with the terms, provisions and obligations of said section 3.4; and

WHEREAS, adequate funds for the contract are available in account number 40841065 (Open Space Account),

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of White as follows:

1. The mayor and clerk of the Township of White are hereby authorized and directed to execute a duplicate of this resolution, which shall act as the authority and agreement between the Township of White and Title Lines for title work for the township in connection with preservation of the Walburn farm property.
2. The services rendered by the contractor shall be as described in the December 26, 2013 proposal and in accordance with a professional services contract, copies of which are on file in the municipal clerk’s office.
3. The contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A: 11-5(1)(A) of the Local Public Contracts Law because the contractor is an appraisal firm comprised of individuals licensed in the

State of New Jersey and, as such, is duly qualified as a professional to carry out the subject services, which are expressly exempt from the local public contracts bidding requirements.

4. The contractor shall execute an Affirmative Action Affidavit, to be completed by firms with less than 50 employees in the form prescribed by the State of New Jersey attesting to its compliance with P.L. 1975, c.127 and the rules and regulations pursuant thereto; and the affidavit shall be attached to the professional services contract.
5. The contractor shall attach its New Jersey Business Registration certificate to the professional services contract.
6. The contractor shall complete and submit a Business Entity Disclosure Certification which certifies that Foundation Title, LLC has not made any reportable contributions to a political or candidate committee in the Township of White in the previous year, and that the contract will prohibit Foundation Title, LLC from making any reportable contributions through the term of the contract. The disclosure shall be attached to the professional services contract.
7. A notice of this action shall be printed once in “The Star Gazette” and/or “The Express Times”.
8. Copies of this Resolution shall be forwarded to the contractor, the Township Attorney and the Township Treasurer/CFO.

Res. 2014-13: Motion to adopt the following resolution made by Mr. Herb, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

**RESOLUTION IN SUPPORT OF REALIGNING THE WARREN COUNTY
AGRICULTURE DEVELOPMENT AREA (ADA) IN WHITE TOWNSHIP**

WHEREAS, in order to enhance the agriculture industry in White Township and promote the viability same through farmland preservation, the White Township Committee supports the realignment of the Warren County Agriculture Development Area (ADA) within White Township. The proposed change will add approximately 22 acres of contiguous farmland assessed property to the County ADA.

The proposed area includes the following properties:

- Block 51, Lot 4 (consisting of approximately 22 acres.)

The impetus for this modification was a request by the White Township Open Space and Farmland Preservation Committee with interest in preserving the Fratezi Farm (Block 51 Lot 4 in White Township). This 22 acre farm appears to meet the eligibility criteria for farmland preservation and the Farmland Preservation Committee is currently assisting the landowner with a possible application to the State Agriculture Development Committee (SADC) Farmland Preservation Program. In order to proceed with this application, however, the property must be added to the County ADA.

THEREFORE, BE IT RESOLVED that White Township hereby adopts this resolution in support of adding the above referenced properties to the Warren County ADA.

Res. 2014-14: Motion to adopt the following resolution made by Mrs. Mackey, seconded by Mr. Herb and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

WHEREAS, the New Jersey Department of Transportation (NJDOT) recently completed a traffic investigation on Route 31 in White Township; and

WHEREAS, the NJDOT investigation revealed the current centerline pavement markings on Route 31 meet and conform to current design standards; and

WHEREAS, NJDOT will update existing records to reflect current No Passing Zone conditions along (US) (NJ) Route 31.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of White, County of Warren, in the State of NJ, that it supports the use of a “No Passing Zone” on Route 31 in White Township as recommended by NJDOT.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to NJDOT as requested.

Res. 2014-15: Motion to adopt the following resolution made by Mrs. Mackey, seconded by Mr. Herb and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

RESOLUTION APPROVING A LUMP SUM PAYMENT OF \$7,691.60 TO GAYLE FARRELL FOR ACCUMULATED SICK TIME UPON HER RETIREMENT

WHEREAS, the White Township Committee adopted resolution #45 in 1997 which provided that any full time civil service employee upon retirement who does not use his or her accumulated sick time days will be paid one-half of the accumulated sick days at an amount not

to exceed \$14,000; and

WHEREAS, Gayle Farrell retired effective February 1, 2014 as Municipal Court Administrator/Clerical Assistant.

NOW, THEREFORE, BE IT RESOLVED that the White Township Committee approves a lump sum accumulated sick time payment in the amount of \$7,691.60 to Gayle Farrell; and

BE IT FURTHER RESOLVED that the White Township Committee, on its behalf and on behalf of the people of White Township, thank Gayle Farrell for all her hard work and many years of dedicated municipal service.

Res. 2014-16: Motion to adopt the following resolution made by Mr. Herb, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

RESOLUTION APPROVING A LUMP SUM PAYMENT OF \$4,395.20 TO GAYLE FARRELL FOR UNUSED VACATION DAYS UPON HER RETIREMENT

WHEREAS, vacation is an accrued benefit which shall be governed by the provisions of NJSA 11A:6-2.

WHEREAS, Gayle Farrell retired effective February 1, 2014 as Court Administrator/Clerical Assistant.

WHEREAS, Gayle Farrell accumulated unused vacation time in 2013 of 19 days and 1 day for 2014.

NOW, THEREFORE, BE IT RESOLVED that the White Township Committee approves the payment of \$4,395.20 to Gayle Farrell for unused accumulated vacation time in 2013 and 2014 upon her retirement.

Res. 2014-17: Motion to adopt the following resolution made by Mrs. Mackey, seconded by Mr. Herb and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

RESOLUTION APPOINTING ALFIA SCHEMM AS THE WHITE TOWNSHIP DEPUTY REGISTRAR OF VITAL STATISTICS

WHEREAS, N.J.S.A. Revised 26:8-17 states, “The local registrar, immediately upon acceptance of the appointment, shall appoint a deputy to assist in the normal, day-to-day operation of the office and whose duty shall be to act in the registrar’s stead in case of absence, disability or death of the registrar”.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of White that Alfia Schemm be and hereby is appointed to the position of part-time Deputy Registrar of Vital Statistics effective February 27, 2014.

Res. 2014-18: Motion to adopt the following resolution made by Mr. Herb, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

RESOLUTION AUTHORIZING ESTABLISHMENT OF 2014 SEWER USER FEES

WHEREAS, T.O 2011-8 provides for annual user fees to be charged the various residential and commercial users of the sewer system located in White Township; and

WHEREAS, the Warren County (Pequest River) Municipal utilities Authority (“PRUMA”) has increased certain wholesale rates for commercial users and otherwise adjusted its 2014 costs, to treat sewage generated within the township based on actual 2013 sewer flows; and

WHEREAS, it is necessary to adjust the user fees charged to properties in White Township generating sewage flows treated at the PRUMA facility in order to pay for the utility’s projected 2014 wholesale charges,

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of White that:

1. There is hereby imposed for 2014 the following sewer user fees, including the combined 12% administration and maintenance allowance fee as permitted by T.O. 2011-8.
 - a. Colby Court (per dwelling unit) \$988.35 annually; \$247.09 per quarter
 - b. Brookfield/Brookfield Glen (per dwelling unit): \$682.50 annually; \$170.62 per quarter
 - c. A&P Shopping Center: \$19,455.52 annually; \$4,863.88 per quarter(White Twp only)
 - d. Block 28 Lot 2 (Sama Properties): \$10,642.44 annually; \$2,660.56 per quarter
 - e. Block 21 Lot 7.05 C0101 \$372.06 annually; \$93.01 per quarter.
 - f. Block 21 Lot 7.05 C0102 \$393.70 annually; \$98.42 per quarter.
 - g. Block 21 Lot 7.05 C0103 \$1607.31 annually; \$401.82 per quarter.

- h. Block 21 Lot 7.05 C0104 \$82.52 annually; \$20.63 per quarter.
 - i. Block 21 Lot 7.05 C0105 \$1160.83 annually; \$290.20 per quarter.
 - j. Block 21 Lot 7.05 C0106 \$430.23 annually; \$107.55 per quarter.
 - k. Block 21 Lot 7.05 C0107 \$35.16 annually; \$8.79 per quarter.
 - l. Brookfield Assisted Living, Block 31 Lot 12.06 \$38,220.00 annually;\$9,555.00 per quarter.
 - m. Augustinian Recollect Ctr, Block 51 Lot 1-A1 \$2,963.52 annually;\$740.88 per quarter
2. There shall be an extended grace period for payment of the first quarter 2014 sewer bills by the owners of the properties set forth above. First quarter 2014 sewer bills shall be payable twenty-five days from the date of mailing but, if not paid on or before that date, interest shall be payable from the original date of March 1, 2014.

PUBLIC COMMENTS

None.

OLD BUSINESS

The Goodwill Fire Company is currently reviewing the proposed ‘Alarm Ordinance’.

Motion made by Mr. Herb, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote to enter into the following agreement. Herb – yes, Mackey – yes, Race – yes. Motion carried.

UNIFORM SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WHITE AND THE COUNTY OF WARREN FOR LOCAL PUBLIC HEALTH SERVICES

Pursuant to the provisions of the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.*, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT is made by and between the **Township of White** (herein after, the **Municipality**) and the Board of Chosen Freeholders of the County of Warren (herein after, the **County**) entered into on this **27th** day of **February 2014**.

THIS AGREEMENT, pursuant to the provisions of the *Local Health Services Act, N.J.S.A. 26:3A2-1 et seq.*, shall be for the purpose of ensuring a public health program in accordance with the *Public Health Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52* and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

THIS AGREEMENT consists of the terms written herein and the following Attachments:

ATTACHMENTS

Schedule A – County Fee Schedule

Schedule B – Municipal Ordinances

A. ADMINISTRATION:

1. The County's Health Department is designated the statutorily recognized local health agency for the Municipality.
2. The County's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Municipality for all public health services and activities.
3. The County Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting the standards set forth in the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*, N.J.A.C. 8:52, within the municipality.
4. The County Health Officer shall report to the Municipality's Board of Health with respect to all public health activities pertaining to the Municipality.
5. The County Health Officer or his designee shall make periodic written reports, as may be reasonably required to the Municipal Board of Health and shall meet with the Municipal Board of Health as needed.
6. The County shall be responsible for the issuance of public health licenses and permits as set forth in Schedule A – County Fee Schedule. The County will annually review license, permit and activity fees and may amend them as necessary by resolution.
7. The Municipality agrees to allow the County to collect and retain all fees for licenses, permits and other activities provided by the County Health Department as set forth in Schedule A County Fee Schedule.
8. To fulfill the requirements of this agreement, the County, through the actions of the County Health Officer, may designate qualified representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
9. The County may subcontract with a third party for the performance of activities and services to the Municipality under this agreement.

B. SERVICES:

1. The County shall provide within the Municipality all of the public health activities which are required of the Municipality's Board of Health by the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52 with the exception of the activities and services as set forth in Paragraph 2 below.
2. The Municipality shall be responsible for the following public health activities and services and understands that such services will not be provided by the County:
 - a. Administration and Support Services: The Municipality shall be responsible for the administration, support services and recordkeeping for the meetings and activities of its local Board of Health.

- b. Vital Records and Statistics: The Municipality shall be responsible for the maintenance and registry of all vital records and statistics as set forth in N.J.S.A 26:8, *Registration of Vital Statistics*.
 - c. Rabies and Zoonosis Control: The Municipality shall be responsible for its own Animal Control Program and all activities under N.J.A.C. 8:52 Appendix II Communicable Disease Activities – “*Rabies and Zoonosis Control*” except the following services that shall be provided by the County:
 - i. Inspections of kennels, pet shops, shelters and pounds [N.J.A.C. 8:52 Appendix II Rabies and Zoonosis Control (a) 3]
 - ii. Investigation of animal bites [N.J.A.C. 8:52 Appendix II Rabies and Zoonosis Control (a) 4]
 - iii. Ensuring the transport of rabies samples [N.J.A.C. 8:52 Appendix II Rabies and Zoonosis Control (a) 5]
 - iv. Inspection of records of dealers in psittacine birds [N.J.A.C. 8:52 Appendix II Rabies and Zoonosis Control (a) 7]
 - d. Housing. To the extent that any relocation assistance is required for inhabitants of structures declared unfit, the cost and expense of preparing plans and providing relocation shall remain the responsibility of the Municipality.
 - e. Installation and Alteration of Plumbing. The Municipality shall be responsible for the regulation of the installation and alteration of plumbing.
- 3. The County shall assist in the enforcement of Municipal Ordinances concerning public health standards that have been reviewed and approved by the County and attached to this agreement as Schedule B. The Municipality shall consult with the County Health Officer during the development and prior to the adoption of any new public health ordinance or amendments to any existing public health ordinance.
 - 4. The County, at its option, may engage in providing public health activities and services beyond those required under N.J.A.C. 8:52.

C. INSURANCE, INDEMNIFICATION & HOLD HARMLESS

- 1. The Municipality agrees to provide an insurance certificate naming the County, its elected officials, employees, contractors, agents, volunteers and insurers as additional insured for Public Officials, Employment Practices Liability, Automobile and General Liability. The County agrees to accept the current limits of liability coverage that the Municipality currently has with its insurance providers.
- 2. The Municipality agrees to defend, hold harmless and indemnify the County from and against all claims, suits, demands, and losses of any kind arising out of performance of services set under this agreement to the full extent allowed by law to the extent such losses and claims arise out of the negligence, acts or omissions of the Municipality.

D. FINANCIAL TERMS:

1. The County shall be responsible for all costs associated with the services the County agrees to provide in Section B. of this agreement. Pursuant to N.J.S.A. 40A:65-7(3) the estimated cost to the County to provide these services to all Warren County municipalities for the fiscal year 2012 is \$2,927,266. This funding is collected as part of the county general purpose tax levied and assessed annually as part of the total county budget.
2. The Municipality agrees to allow the County to collect and retain all fees for licenses, permits and other activities provided by the County Health Department as set forth in Schedule A County Fee Schedule. The County will annually review license, permit and activity fees and may amend them as necessary by resolution.

E. DURATION:

The term of this **Agreement** shall be for a period of ten (10) years. This Agreement is effective beginning on the 27th day of **February 2014** and ending on the 27th day of **February 2024**.

F. EXTENSION OF TIME:

The terms of this **Agreement** shall be automatically extended for successive ten (10) year periods unless renegotiated or terminated by either party.

G. TERMINATION:

In accordance with the provisions set forth at *N.J.S.A. 26:3A2-12*, either party may terminate this **Agreement** after participation for not less than 2 years, by providing six (6) months advance written notification declaring its intention to withdraw by certified copy setting forth the date of withdrawal. Such notification shall be via first class United States Postal Service certified and return receipt mail.

THIS AGREEMENT may not be altered, amended or discharged, except upon written notice between the parties.

IN WITNESS HEREOF, each party has caused its authorized officials to sign this Agreement on its behalf on this 27th day of February, 2014.

FOR: Township of White

ATTEST:

Kathleen R. Reinalda
Registered Municipal Clerk

Samuel Race
Mayor

FOR: THE COUNTY OF WARREN, NEW JERSEY

ATTEST:

NAME
TITLE

NAME
TITLE

COPIES:

A copy of this signed **Agreement** shall be submitted to the New Jersey Department of Health and Senior Services, Division of Health Infrastructure Preparedness and Emergency Response, Office of Public Health Infrastructure, PO Box 360, Trenton, NJ 08625-0360.

Pursuant to the provisions set forth at N.J.S.A. 40A:65-4(b) a copy of this fully executed **Agreement** shall be filed, for informational purposes, by the local authorities with the NJ Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, PO Box 803, Trenton, NJ 08625-0803.

The clerk updated the committee on a meeting she attended at the Warren County Communications Center regarding a grant opportunity for installation of a generator at the DPW. The grant must be completed online with supporting detail in an attached file. This will be completed over the next few weeks.

The Township has completed its research with the PRMUA on the A&P sewer line which travels into the Town of Belvidere. At this point, the township attorney is waiting to hear from the Town of Belvidere on dates for a joint meeting to discuss the terms of the original inter-local agreement from the 1990's. The agreement provides for a percentage of the flow through Belvidere to be paid by White Township to the Town of Belvidere.

NEW BUSINESS

Motion made by Mr. Herb, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote to approve the raffle application of the White Township Scholarship Fund. Herb – yes, Mackey – yes, Race – yes. Motion carried.

The Warren County Mutual Aid and Assistance Agreement was tabled. Mr. Herb will contact County OEM Coordinator, Frank Wheatley, to get more information.

The committee scheduled a Budget Work Session for March 6th at 7pm.

Motion made by Mrs. Mackey, seconded by Mr. Herb and carried by unanimous favorable roll call vote to authorize the Open Space Advisor Contract to the Land Conservancy of NJ at \$85/hr. for a one year term. Herb – yes, Mackey – yes, Race – yes. Motion carried.

Mayor and Committee discussed the Affordable Housing Monitoring requirements established by COAH. As the Township has already achieved third round substantive certification good through 2015, it was felt that the monitoring requirements have been met.

CORRESPONDENCE

Mayor and Committee discussed the passage of resolutions by Pohatcong Township and Washington Township urging the legislature to implement a 'water tax fund'. The purpose would be to fund the loss of equity for property owners in the Highlands Region. Mayor Race suggested he prepare correspondence to address this issue. The committee agreed.

An invoice from the Brookfield Homeowner's Association was received for snow removal services for one of the storms which they felt the township's contractor did not perform

adequately. The Association called in their own contractor to plow the public streets. Mr. Race suggested he review the events with the Road Supervisor and the Association.

PUBLIC COMMENTS

None.

PRESENTATION OF MINUTES

Motion was made by Mrs. Mackey, seconded by Mr. Herb and carried by unanimous favorable roll call vote to approve the December 12, 2013 Regular Meeting Minutes, the December 26, 2013 Year End Meeting Minutes and the January 2, 2014 Reorganization Meeting Minutes as presented. Herb – yes, Mackey – yes, Race – yes. Motion carried.

Motion was made by Mr. Herb, seconded by Mrs. Mackey with Mayor Race abstaining (not present) to approve the January 9, 2014 Regular Meeting Minutes and the January 9, 2014 Executive Session Meeting Minutes as presented. Herb – yes, Mackey – yes, Race – abstain. Motion carried.

OTHER MATTERS

Mayor Race said he had attended a meeting with Engineer Sterbenz and the DEP regarding the inclusion of Block 21 Lot 7.03 in the township's sewer service area. Discussions seemed promising.

Nature's Choice still has not submitted the required stormwater plan to the DEP. Mayor Race said he would gather additional information.

Mayor Race requested the monthly road department reports be re-instated. The committee agreed. Beginning in April, Mr. Bell will be asked to provide a report, once a month, of daily road department activities.

Mayor Race, at the urging of the Farmland Preservation Committee, said he would be investigating the purposes of having a Farmland Preservation Committee separate from the Open Space Committee.

On motion by Mr. Herb, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote, Mayor and Committee authorized a \$500 gift card to Littman Jewelers for Gayle Farrell as a retirement gift. Herb – yes, Mackey – yes, Race – yes. Motion carried.

Attorney Tipton updated the committee on the Rodata litigation. Rodata's attorney failed to file a brief so the case was dismissed. No further action has taken place.

ADJOURNMENT

Being no further business to come before the Committee, the meeting was adjourned at 8:12pm on motion by Mrs. Mackey and seconded by Mr. Herb and carried by unanimous favorable vote.

Respectfully Submitted,

Kathleen R. Reinalda, RMC
Township Clerk

