

WHITE TOWNSHIP COMMITTEE

MINUTES OF MEETING OCTOBER 9, 2013

CALL TO ORDER

Mayor Jeff Herb called the meeting to order at 7:00 p.m. and stated ‘Adequate Notice of this meeting of October 9, 2013 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 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 Herb, Committeepersons Mackey and Race, Attorney Brian Tipton and Clerk Kathleen Reinalda.

ENGINEERING UPDATE

Paul Sterbenz was present to report on the following:

- Lisa Court Tree Planting – the contractor replaced the dead trees as per the maintenance agreement.
- Rt. 46 School Zone Signs – Quick Chek continues to pursue this with the DOT. Requirements are still being met, once compliance is achieved, the signs can be installed.
- Manunkachunk Road – the paving is complete. Line striping will be performed within two weeks.
- Nature’s Choice – achieving DEP compliance for stormwater runoff continues to be an issue. Mr. Sterbenz will continue to monitor the situation.
- Underground Storage Tank Removal – RJ Walsh submitted the lowest responsible, responsive quote. This will be awarded as per Resolution 2013-59.
- DPW Generator Project – the two lowest bids were rejected for non-compliance. Resolution 2013-61 awards the bid to DPR Electric, the third lowest responsible, responsive bidder. The second low bidder, Dulaine Contracting, has expressed disagreement with this decision and the bid award will likely be challenged.

OLD BUSINESS

Peter Reddy, Account Executive for Honeywell, presented the 'Instant Alert System'. Instant Alert enables organizations to send vital messages to the public within minutes. The system allows people to receive timely, accurate information in any situation. The cost would be approximately \$4.50/household. Mayor Herb thanked Mr. Reddy for coming and explained that this is a timely presentation as the last couple of years have brought damaging storms to the area, knocking out power for days. Additional research will be done to compare costs of other companies.

PUBLIC COMMENTS

Dominic Santini, Attorney for the Town of Belvidere, Mayor Linda Stettler and Councilwoman Napolitani were present to discuss a shared court. Attorney Santini did not have a budget proposal at this time, but pointed out that White's proximity to Belvidere would be a advantageous to both towns. The committee asked for a proposal for the November meeting.

RESOLUTIONS

Res. 2013-56: Motion to adopt the following resolution made by Mr. Race, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

PERSON-TO-PERSON/PLACE TO PLACE TRANSFER

WHEREAS, an application has been filed for a Person-to-Person and a Place-to-Place Transfer of Plenary Retail Consumption License Number 2123-33-008-004, issued to Pandya, Utkarsh R. for premises heretofore located at 1053 Green Street, Iselin, NJ 08830;

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term;

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33;

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business;

NOW, THEREFORE, BE IT RESOLVED that the White Township Committee does hereby approve, effective October 9, 2013, the Person-to-Person and Place-to-Place Transfer of the aforesaid Plenary Retail Consumption license to Progis Group Inc., with an address of 475 US 46, Belvidere, NJ 07823; and does hereby direct the Township Clerk/A.B.C. Board Secretary to endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to Progis Group Inc., effective October 9, 2013."

Res. 2013-57: Motion to adopt the following resolution made by Mrs. Mackey, seconded by Mr. Race and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

RESOLUTION AWARDING A CONTRACT FOR SUPPLEMENTAL SNOW PLOWING IN THE BROOKFIELD ADULT RETIREMENT COMMUNITY, COLBY COURT DEVELOPMENT AND OTHER TOWNSHIP ROADS AS MAY BE REQUIRED UPON REQUEST

WHEREAS, White Township requires supplemental snow plowing of the Brookfield Adult Retirement Community* located on Route 519 (across from Mackey’s Orchards) and the Colby Court Townhouse Development* located on Route 519 (across from the Country View Village Strip Mall) and other Township roads as may occasionally be required upon request by the Department of Public Works Supervisor for the winter months of 2013-2014 to supplement the plowing of the White Township Road Department.

WHEREAS, specifications were drafted and approved; and

WHEREAS, the following quotations were received for the 2013-2014 season from two (2) contractors:

| | |
|-----------------------------|--|
| A.B.E. Paving & Sealcoating | \$78.00/hr. truck with 10’ 6” plow \$90.00/hr. 1 yard bucket loader |
| Stoney Brook Excavating LLC | \$100.00/hr. truck with 9’ plow \$100.00/hr. 1 yard bucket loader |

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of White that the contract for supplemental snow plowing for the Brookfield Adult Retirement Community, the Colby Court Development and other Township roads be and hereby is awarded to A.B.E. Paving & Sealcoating Company for its lowest responsible, responsive quotation as per company estimate received October 4, 2013.

Res. 2013-58: Motion to adopt the following resolution made by Mr. Race, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

RESOLUTION PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE 2013 BUDGET PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159, P.L. 1948)

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local

Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount, thereof, was not determined at the time of the adoption of the budget; and

WHEREAS, the director may also approve the insertion of any item of appropriation for equal amount,

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township White, County of Warren, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2013 in the sum of \$4,200.00, which is available from donations for the ‘White Township Centennial Celebration’. Donations provided by local businesses.

BE IT FURTHER RESOLVED, that this \$4,200.00 is hereby appropriated under the caption Celebration of Public Events O/E.

Res. 2013-59: Motion to adopt the following resolution made by Mrs. Mackey, seconded by Mr. Race and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

RESOLUTION AWARDING A CONTRACT FOR ‘UNDERGROUND STORAGE TANK REMOVAL SERVICES’

WHEREAS, White Township requires the removal or abandonment of its underground storage tanks at the DPW Garage and the Municipal Building; and

WHEREAS, the tanks were taken out of service when natural gas service was provided; and

WHEREAS, both tanks are not regulated under the State’s Underground Storage Tank Program; and

WHEREAS, specifications were drafted by the Township Engineer; and

WHEREAS, the following quotations were received from two (2) contractors:

| | | |
|----------------------------|-------------|-------------|
| AWT Environmental Services | \$13,375.00 | removal |
| | \$14,570.00 | abandonment |
| RJ Walsh Associates, Inc. | \$9,640.00 | removal |
| | \$11,090.00 | abandonment |

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of White that the contract for ‘underground storage tank removal’ be and hereby is awarded to RJ Walsh Associates, Inc. for its lowest responsible, responsive quotation as per company estimate dated September 3, 2013.

Res. 2013-60: Motion to adopt the following resolution made by Mrs. Mackey, seconded by Mr. Race and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

A RESOLUTION OF THE TOWNSHIP OF WHITE APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; APPOINTING AN ESCROW AGENT AND AUTHORIZING THE AUTHORIZED OFFICERS OF THE TOWNSHIP TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE REDEMPTION OF CERTAIN BONDS OF THE TOWNSHIP

Motion made by: Mrs. Mackey

WHEREAS, the Township of White (the “Township”) is authorized to issue its bonds pursuant to the provisions of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of the Title 40A of the New Jersey Statutes , as amended and supplemented, and other applicable provisions of law; and

WHEREAS, the Township adopted its bond resolution on November 6, 2003 (the “Bond Resolution”), authorizing the issuance of its General Obligation Bonds, Series 2003 (the “2003 Bonds”), the proceeds of which the Township used for the purchase of certain real property (the “Real Property”); and

WHEREAS, the Township sold development rights on the Real Property and desires to use the proceeds from the sale to redeem the Bonds used to finance the Real Property; and

WHEREAS, there have been prepared and submitted to the Township forms of:

(a) the Escrow Deposit Trust Agreement (the “Escrow Deposit Agreement”), attached hereto as Exhibit A, providing for the redemption of certain Bonds described in the Escrow Deposit Agreement;

WHEREAS, the Township is now desirous of appointing the Escrow Agent for the redemption of the 2003 Bonds used to finance the Real Property;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP OF WHITE, AS FOLLOWS:

That the Escrow Deposit Agreement, in substantially the form presented to this meeting, be and the same is hereby approved, and an Authorized Officer is hereby authorized and directed, upon the finalization of the terms therein, to approve such terms and to execute the Escrow Deposit Agreement, with such additions, deletions or modifications thereto as the Mayor or Chief Financial Officer (the “Authorized Officer”) shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Manufacturers and Traders Trust Company is hereby appointed to act as Escrow Agent with respect to the 2003 Bonds.

That any Authorized Officer, the Clerk of the Township and any other representative or agent of the Township are hereby authorized and directed to execute and deliver any and all documents and instruments, and to do and cause to be done any and all acts and things necessary or proper for carrying out the redemption of the 2003 Bonds and all related transactions contemplated by this resolution.

All resolutions or proceedings, or parts thereof, in conflict with the provisions of this resolution are to the extent of such conflict hereby repealed.

This resolution shall become effective in accordance with applicable law.

TOWNSHIP OF WHITE

AND

MANUFACTURERS AND TRADERS TRUST COMPANY,
as Escrow Agent

ESCROW DEPOSIT TRUST AGREEMENT

Township of White, General Obligation Bonds, Series 2003

Dated as of October 1, 2013

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THIS ESCROW DEPOSIT TRUST AGREEMENT made and entered into as of October 1, 2013, by and between the Township of White (the "Municipality"), and Manufacturers and Traders Trust Company, as escrow agent (the "Escrow Agent"):

WITNESSETH:

WHEREAS, the Municipality has heretofore issued and there are now outstanding the Outstanding Obligations (as such term is hereinafter defined); and

WHEREAS, the Outstanding Obligations may be defeased in accordance with the Resolution (as hereinafter defined) by the deposit in trust with the Escrow Agent of cash, which will be in an amount sufficient to pay the principal or redemption price of all of the Outstanding Obligations as the same shall become due on the Outstanding Obligations at the maturity or upon the redemption thereof; and

WHEREAS, in order to deposit such amount of money in trust the Escrow Agent has received money from the Township of White (the "Deposit"); and

WHEREAS, the proceeds derived from the Deposit will be applied to pay when due all of the principal of and redemption premium on the Outstanding Obligations; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited in said trust, it is necessary to enter into this Escrow Deposit Trust Agreement with the Escrow Agent on behalf of the holders from time to time of the Outstanding Obligations;

NOW, THEREFORE, the Municipality, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the principal of and redemption premium on all of the Outstanding Obligations according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alienate, pledge, set over and confirm, unto the Escrow Agent, and to its successors in the trusts hereby created, and to it and its assigns forever, all and singular, the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Municipality in and to \$1,550,000 derived from the proceeds of the Deposit.

DIVISION II

All right, title and interest of the Municipality in and to all income, earnings and increment derived from or accruing from the money (or from the reinvestment thereof) described in Division I hereof.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Municipality or by anyone in its behalf to the Escrow Agent, which is hereby authorized to receive the same at any time as additional security hereunder.

DIVISION IV

All property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Municipality or by anyone in its behalf, and the Escrow Agent is hereby authorized to receive the same at any time as additional security hereunder.

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever.

In Trust, however, for the benefit and security of the holders from time to time of the Outstanding Obligations; but if the Outstanding Obligations shall be fully and promptly paid when due, whether at maturity or upon the redemption thereof, in accordance with the terms thereof and hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS; FINDINGS AND DETERMINATIONS BY THE ESCROW AGENT

Section 1.01 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agreement” shall mean this Escrow Deposit Trust Agreement, dated as of October 1, 2013, between the Municipality and the Escrow Agent;

“Outstanding Obligations” shall mean the principal amount of the Township of White, General Obligation Bonds, Series 2003, maturing on December 1, in each of the years 2014 through 2023, respectively, set forth in Schedule A hereto;

“Resolution” shall mean the resolution adopted by the Municipality on November 6, 2003, as amended and supplemented and as the same may from time to time be further supplemented or amended;

“Trust Estate”, “trust estate” or “pledged property” shall mean the property, rights and interest of the Municipality which are subject to the lien of this Agreement;

“Written Request” with respect to the Municipality shall mean a request in writing signed by the Mayor, Chief Financial Officer or by any other officer or official of the Municipality duly authorized.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT OF FUNDS; FLOW OF FUNDS

Section 2.01 Creation of Escrow Deposit Trust Fund. There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated the Escrow Deposit Trust Fund (the “Escrow Deposit Trust Fund”) to be held in the custody of the Escrow Agent separate and apart from other funds of the Municipality or of the Escrow Agent.

Concurrently with the delivery of the Deposit, the Escrow Agent acknowledges receipt of immediately available moneys in the amount of \$1,550,000, which will be applied to pay all principal and redemption price of the Outstanding Obligations as shown in Schedule B.

Section 2.02 Irrevocable Trust Created. The deposit of moneys and U.S. Obligations in the Escrow Deposit Trust Fund shall constitute an irrevocable deposit of said moneys for the benefit of the holders of the Outstanding Obligations, except as provided herein with respect to amendments permitted under Section 4.01 hereof. The holders of the Outstanding Obligations shall have an express lien on all moneys deposited in the Escrow Deposit Trust Fund until applied in accordance with this Agreement. The money initially deposited in the Escrow Deposit Trust Fund shall not be invested, shall be held in trust by the Escrow Agent, and shall be transferred in the necessary amounts as hereinafter set forth to The Depository Trust Company (“DTC”) for the payment of the principal of and redemption premium on the Outstanding Obligations as the same become due upon the redemption thereof.

Section 2.03 Reserved. Reserved. Transfers from Escrow Deposit Trust Fund.

The Escrow Agent shall transfer from the Escrow Deposit Trust Fund to DTC amounts sufficient to pay, in accordance with Schedule B hereto, the principal of and

redemption premium on the Outstanding Obligations coming due by optional redemption on December 1, 2013. Such amounts shall be applied by the Escrow Agent to the payment of all principal of and redemption premium on the Outstanding Obligations for the equal and ratable benefit of the holders of the Outstanding Obligations.

Section 2.06 Reserved. Funds and Accounts Constitute Trust Funds. All the funds and accounts created and established pursuant to this Agreement shall be and constitute trust funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Municipality and the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

Section 2.08 Transfer of Funds after all Payments Required by this Agreement are Made. After all of the transfers by the Escrow Agent to DTC for payment of the principal of and redemption premium on the Outstanding Obligations have been made, all remaining moneys in the Escrow Deposit Trust Fund shall be transferred by the Escrow Agent to the Municipality provided, however, that no such transfer shall be made unless sufficient amounts have been transferred to DTC to pay all of the principal of and redemption premium on the Outstanding Obligations.

Section 2.09 Redemption Notice. The Municipality hereby irrevocably directs the Escrow Agent, and the Escrow Agent hereby agrees, to redeem the Outstanding Obligations on December 1, 2013 by optional redemption in accordance with the Resolution. In connection therewith, the Escrow Agent shall cause to be prepared and mailed, in accordance with the Resolution, a notice of redemption, substantially in the form attached hereto as EXHIBIT A, which notice shall be mailed at least thirty (30) days prior to December 1, 2013.

ARTICLE III

CONCERNING THE ESCROW AGENT

Section 3.01 Acceptance by Escrow Agent. By execution of this Agreement, the Escrow Agent accepts the duties and obligations set forth hereunder. The Escrow Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the trust hereby created.

Section 3.02 The Escrow Agent. The Escrow Agent shall not be liable hereunder except with respect to such duties and obligations as are specifically set forth herein. The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement. The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investments in the Escrow Deposit Trust Fund and the subaccounts therein for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

The Municipality shall indemnify and shall save the Escrow Agent harmless against any loss, liability or expense which it may incur in the exercise and performance of the powers and duties hereunder and which are not due to its gross negligence or willful

misconduct. The provisions of this Section 3.02 of the Agreement shall survive the discharge and defeasance of the Outstanding Obligations and the termination of this Agreement.

The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys to pay the Outstanding Obligations or for any deficiencies in the amounts necessary to pay the Outstanding Obligations caused by such calculations.

In the event of the Escrow Agent's failure to account for any of the moneys received by it, said moneys shall be and remain the property of the Municipality in trust for the holders of the Outstanding Obligations, as herein provided, and if such moneys so received by the Escrow Agent are not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.

The Escrow Agent may resign and be discharged of its duties and obligations created by this Agreement, and may be removed and discharged as Escrow Agent under this Agreement, provided that it has given (30) days written notice to the Municipality. If the Escrow Agent shall resign or be removed as Escrow Agent under this Agreement as aforesaid, then, upon appointment of a successor escrow agent for such purpose, the successor escrow agent shall become the Escrow Agent hereunder and all the title, rights, duties and obligations of the former Escrow Agent under this Agreement and with respect to the U.S. Obligations and other moneys deposited or to be deposited under this Agreement shall become those of the successor escrow agent, and upon acceptance by such successor escrow agent of the trusts created hereunder, all further title, rights, duties and obligations of the former Escrow Agent under this Agreement shall cease and be discharged, saving rights or liabilities theretofore accrued by the Municipality or the former Escrow Agent. No resignation or discharge of the Escrow Agent shall take effect until a successor shall have been appointed and shall have accepted its appointment as Escrow Agent hereunder, and until the Escrow Deposit Trust Fund shall have been transferred to such successor.

Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which it shall be a party or any entity to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (including its interest in this Agreement), provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Agreement, shall be the successor to the Escrow Agent without the execution or filing of any paper or the performance of any further act.

Section 3.03 Receipt of Proceedings. Receipt of true and correct copies of the proceedings authorizing the issuance of the Outstanding Obligations and the resolution authorizing the issuance of the Deposit are hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of said documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if they were fully set forth herein.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Amendments to this Agreement. This Agreement is made for the benefit of the Municipality and the holders from time to time of the Outstanding Obligations and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the Municipality; provided, however, that the Municipality and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (A) to cure any ambiguity or formal defect or omission in this Agreement;
- (B) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Outstanding Obligations, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent ; and
- (C) to subject to the Trust Estate of this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Obligations, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

If any one or more of the covenants or agreements provided in this Agreement on the part of the Municipality or the Escrow Agent should be in any way repealed, revoked or severed, the Authority shall give notice of such event as soon as possible to Moody's Investors Service, Inc. and Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc. (if either such rating agency, or both, is then maintaining a rating on the Outstanding Obligations). If one or more of the covenants or agreements in this Agreement on the part of the Municipality or the Escrow Agent should be in any way altered or amended the Municipality shall give prior notice and draft documents relating to such amendment or alteration of this Agreement to Moody's Investors Service, Inc. and Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc. (if either such rating agency, or both, is then maintaining a rating on the Outstanding Obligations).

Section 4.02 Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Municipality or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the

remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 4.03 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the Municipality or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 4.04 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made, but no such termination of this Agreement shall affect rights or liabilities theretofore accrued by either party to this Agreement. In addition, the provisions of Section 3.03 of this Agreement relating to indemnification of the Escrow Agent shall survive the termination of this Agreement.

Section 4.05 Governing Law. This Agreement shall be governed by the applicable law of the State of New Jersey.

Section 4.06 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers.

TOWNSHIP OF WHITE

By _____

Name:

Title:

**MANUFACTURERS AND TRADERS
TRUST COMPANY,**

as escrow agent

By _____

Name: [_____]

Title: Vice President

SCHEDULE A

OUTSTANDING OBLIGATIONS

| <u>Maturity</u> | <u>Principal</u> | <u>Interest</u> |
|-----------------|------------------|-----------------|
| 12/1/14 | \$130,000 | 4.50% |
| 12/1/15 | 135,000 | 4.50 |
| 12/1/16 | 145,000 | 4.50 |
| 12/1/17 | 150,000 | 4.50 |
| 12/1/18 | 155,000 | 4.70 |
| 12/1/19 | 160,000 | 4.75 |
| 12/1/20 | 165,000 | 5.00 |
| 12/1/21 | 170,000 | 5.00 |
| 12/1/22 | 170,000 | 5.00 |
| 12/1/23 | 170,000 | 5.00 |

SCHEDULE B

DEBT SERVICE AND REDEMPTION PREMIUM REQUIREMENTS FOR THE OUTSTANDING OBLIGATIONS

| <u>Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|-------------|------------------|-----------------|--------------|
| 12/1/13 | \$1,550,000 - | \$0 | \$1,550,000 |

EXHIBIT A

Notice of Redemption

TOWNSHIP OF WHITE
General Obligation Bonds, Series 2003
maturing December 1, 2014 through and including 2023
dated December 1, 2003

Notice is hereby given to the holders of the outstanding Township of White General Obligation Bonds, Series 2003, maturing December 1 in each of the years 2014 through and including 2023, respectively (the "Bonds"), of the Township of White, that the Bonds as are set forth below (the "Redeemed Bonds") have been called for redemption prior to maturity on December 1, 2013 in accordance with their terms at a redemption price of 100% of the principal amount thereof. The source of the funds to be used for such redemption is the cash, if any, theretofore deposited with Manufacturers and Traders Trust Company, the escrow agent.

Bonds to Be Redeemed

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>CUSIP Number</u> |
|--------------------------|-----------------------------|-------------------------|
| December 1, 2014 | \$130,000 | 964631AM7 |
| December 1, 2015 | 135,000 | 964631AN5 |
| December 1, 2016 | 145,000 | 964631AP0 |
| December 1, 2017 | 150,000 | 964631AQ8 |
| December 1, 2018 | 155,000 | 964631AR6 |
| December 1, 2019 | 160,000 | 964631AS4 |
| December 1, 2020 | 165,000 | 964631AT2 |
| December 1, 2021 | 170,000 | 964631AU9 |
| December 1, 2022 | 170,000 | 964631AV7 |
| December 1, 2023 | 170,000 | 964631AW5 |

The redemption price of the Redeemed Bonds shall become due and payable on December 1, 2013 and from and after such date interest on the Redeemed Bonds shall cease to accrue and be payable.

On or after December 1, 2013, the Redeemed Bonds will be paid upon presentation and surrender thereof at _____.

Withholding of ___% of gross redemption proceeds of any payment made within the United States of America is required by the Interest and Dividend Tax Compliance Act of 1983 unless the

Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the Payee. You must furnish a properly completed IRS Form W-9 when presenting your Bonds.

Dated this ____ day of _____, 2013.

TOWNSHIP OF WHITE

By: Manufacturers Traders and Trust Company,
as Escrow Agent

Res. 2013-61: Motion to adopt the following resolution (Base Bid) made by Mrs. Mackey, seconded by Mr. Race and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

RESOLUTION AWARDING A CONTRACT FOR ‘DPW EMERGENCY GENERATOR’

WHEREAS, White Township requires the purchase and installation of a generator at the DPW Garage; and

WHEREAS, specifications were drafted and published according to law by the Township Engineer; and

WHEREAS, the following bids were received from eight (8) contractors:

| | | |
|----------------------------------|-------------|-----------|
| Facilities Solutions Group, Inc. | \$44,500.00 | Base |
| | \$44,000.00 | Alternate |
| DPR Electric, Inc. | \$47,950.00 | Base |
| | \$47,500.00 | Alternate |
| Dulaine Contracting Inc. | \$49,749.00 | Base |
| | \$49,500.00 | Alternate |
| Envirocon | \$55,917.00 | Base |
| | \$55,617.00 | Alternate |
| J. Tufaro & Sons Electrical | \$58,700.00 | Base |
| | \$58,700.00 | Alternate |
| Power With Prestige Inc. | \$58,800.00 | Base |
| | \$58,000.00 | Alternate |

| | | |
|-----------------------------------|-------------|-----------|
| G.M.H. Associates of America Inc. | \$66,300.00 | Base |
| | \$65,300.00 | Alternate |
| DEE-EN Electrical Contracting | \$69,500.00 | Base |
| | \$69,000.00 | Alternate |

WHEREAS, the bid from Facility Solutions Group, Inc. is not responsive due to the omission of the requested ‘Equipment List’, the Public Works Registration Certificate provided in the bid package was dated 2012 rather than 2013, and the references provided cited residential work only, not commercial; and

WHEREAS, the second low bid provided by DPR Electric, Inc. has been determined to be responsive in all aspects.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of White that the contract for ‘DPW Emergency Generator’ be and hereby is awarded to DPR Electric, Inc. for its lowest responsible, responsive bid dated September 17, 2013.

OLD BUSINESS

Motion made by Mr. Race, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote to approve the Walburn ‘Agreement to Sell Development Easement’ Contract. Motion then made by Mrs. Mackey, seconded by Mr. Race and carried by unanimous favorable roll call vote to adopt the following resolution. Herb – yes, Mackey – yes, Race – yes.

RESOLUTION AUTHORIZING WHITE TOWNSHIP TO PARTICPATE IN THE ACQUISITION OF DEVELOPMENT RIGHTS OF THE WALBURN FARM

WHEREAS, property owned by John J. Walburn, Jr., known on the official tax map of White Township (the “Township”) as Block 13, Lot 22 (the “Property”), consisting of approximately 28.08 acres, was designated as a property to be protected under the Township farmland preservation plan; and

WHEREAS, the owners of the Property are willing to sell their development rights to the Township and County; and

WHEREAS, the State of New Jersey, Department of Agriculture, State Agriculture Development Committee (SADC), provided White Township with a grant under the Municipal Planning Incentive Grant (Muni PIG) Program to purchase development rights on active farms within the Township; and

WHEREAS, two fair market appraisals were obtained by the Township to establish the value of the development rights on this property; and

WHEREAS, the SADC certified a market value of \$5,900 per acre for the development rights; and

WHEREAS, the Property will include a 2.3-acre non-severable exception area around the existing residence, pool, and three sheds that will remain with the Property, resulting in a net acreage of the easement of approximately 26 acres; and

WHEREAS, the Township has negotiated a purchase price of \$5,900 per acre for the development rights on the Property, or a total of approximately \$153,400, the exact compensation to be determined by a final survey; and

WHEREAS, the SADC will provide a grant through the Muni PIG Program in the amount of \$3,850 per acre, or total of approximately \$100,100 for the development rights; and

WHEREAS, the County of Warren will provide a grant in the amount of approximately \$1,025 per acre for the development rights, for a total of approximately \$26,650, and will handle the closing of the easement and will own the easement; and

WHEREAS, contingent upon the aforementioned grants from SADC and the County of Warren being made available for the acquisition, the remaining funds for the purchase of the development rights are available in, and will be paid from, the White Township Open Space Trust; and

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Township of White, County of Warren, State of New Jersey that it hereby authorizes participation in the purchase of the development rights for the Property, as follows:

- 1) The Township authorizes up to \$26,650, the precise amount to be determined after completion of the survey to be paid from the Township's Open Space Trust.
- 2) The above being contingent on grants from the County of Warren and the State of New Jersey through the Municipal PIG Program to cover the balance of funds needed to purchase the development rights.
- 3) Due diligence for the acquisition will be completed by the Township with the assistance of The Land Conservancy of New Jersey. It is anticipated that the cost of due diligence will be funded from the Township's Open Space Trust Fund, and authorized under a separate resolution. It is anticipated that 50% of the cost of due diligence will be reimbursed by SADC from the Township's municipal PIG grant.

BE IT FURTHER RESOLVED by the Township Committee of the Township of White that it

hereby authorizes the municipal clerk, Township attorney and The Land Conservancy of New Jersey to take all action necessary and appropriate to effectuate the intent and purpose of this resolution.

The township's new animal control officer requested information on insurance coverage for her self appointed back up. Specifically, will he be covered by the township's insurance if injured in the line of duty? The clerk spoke to the township's risk manager who advised that anyone working for the township and paid by the township would be covered under the township's insurance if hurt in the course of performing their duties.

Discussions continued regarding the ownership of the median at the entrance of Brookfield. The Planning Board secretary will be asked to research the original site plan documentation for any indication that the median was dedicated to the township.

NEW BUSINESS

Motion made by Mr. Race, seconded by Mrs. Mackey and carried by unanimous favorable vote to approve the PTO Raffle Application for the October 26th "Kick Cancer Benefit". Herb – yes, Mackey – yes, Race – yes. Motion carried.

CORRESPONDENCE

Recently the Warren County Regional Chamber of Commerce voted to propose legislation for a new fourth waiver to the Highlands Act. The purpose of the waiver is for economic development and jobs creation. The Chamber has requested input from each town which would help them to assess the impact of the waiver. The committee suggested Mr. Sterbenz provide the information as he is the most knowledgeable on the subject. A cost estimate will be received prior to any work commencing.

A letter was received from Judge Palmer (White and Belvidere Judge) recommending that if the White Township court were to enter into a shared arrangement, Belvidere would be his recommendation for location.

Mayor Herb presented a Belvidere Ambulance Corps. revised mutual aid agreement. The revision eliminates the need for the Knowlton Rescue Squad to be the secondary squad (in that geographical area) and places the responsibility on the Oxford Emergency Squad. Mayor Herb will sign the document acknowledging the change.

PUBLIC COMMENTS

None.

PRESENTATION OF MINUTES

Motion was made by Mr. Race, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote to approve the August 8, 2013 Special Meeting Minutes as presented. Herb – yes, Mackey – yes, Race – yes. Motion carried.

Motion was made by Mrs. Mackey, seconded by Mr. Race and carried by unanimous favorable roll call vote to approve the August 8, 2013 Regular Meeting Minutes as amended. Herb – yes, Mackey – yes, Race – yes. Motion carried.

Motion was made by Mr. Race, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote to approve the September 12, 2013 Regular Meeting Minutes as presented. Herb – yes, Mackey – yes, Race – yes. Motion carried.

PRESENTATION OF VOUCHERS

On motion by Mrs. Mackey, seconded by Mr. Race and carried by unanimous favorable roll call vote the Committee approved the following list of bills:

| <u>Check No.</u> | <u>Amount</u> | <u>Payee</u> |
|------------------|---------------|---------------------------------|
| 12901 | \$ 34.59 | Alfia Schemm |
| 12902 | \$ 1,292.50 | ARAE Network Solutions LLC |
| 12903 | \$ 262.79 | Belvidere Sand & Gravel |
| 12904 | \$ 740.21 | CenturyLink |
| 12905 | \$ 70.63 | Comcast |
| 12906 | \$ 109.93 | Comcast |
| 12907 | \$625,970.64 | Cty of Warren Treasurers Office |
| 12908 | \$ 50.00 | Cynthia Sturla |
| 12909 | \$ 50.00 | Discovery Benefits |
| 12910 | \$ 330.00 | J.C. Ehrlich Co., Inc. |
| 12911 | \$ 16.40 | Elizabethtown Gas |
| 12912 | \$ 42.77 | Elizabethtown Gas |
| 12913 | \$ 2,900.00 | Florio, Perrucci, Steinhardt |
| 12914 | \$ 3,525.00 | Four Sisters Winery |
| 12915 | \$ 2,000.00 | Garden State Fireworks Inc. |
| 12916 | \$ 49.14 | Gary W. Gray Trucking |
| 12917 | \$ 370.00 | Gebhardt & Keifer |
| 12918 | \$ 612.36 | Great Northern Commercial |
| 12919 | \$ 37.10 | Hope Township |
| 12920 | \$ 2,339.55 | JCP&L |
| 12921 | \$ 150.00 | J/R Pumps & Water Conditioning |

| | | |
|-------|--------------|-------------------------------|
| 12922 | \$ 413.96 | Kathleen Reinalda |
| 12923 | \$ 243.20 | Kathleen Reinalda |
| 12924 | \$ 1,526.25 | Maser Consulting, P.A. |
| 12925 | \$ 61.02 | Mayberry Sales & Service |
| 12926 | \$ 263.58 | Montage Enterprises Inc. |
| 12927 | \$ 250.00 | Mr. John, Inc. |
| 12928 | \$ 160.00 | National Drug Screen |
| 12929 | \$ 20.83 | Nestle Pure Life Direct |
| 12930 | \$ 1,002.80 | NJ American Water Company |
| 12931 | \$ 24.01 | NJN Publishing |
| 12932 | \$ 100.00 | Patricia Mannon |
| 12933 | \$ 135.00 | Pitney Bowes |
| 12934 | \$ 743.00 | QC Laboratories |
| 12935 | \$ 176.25 | Ralph Price |
| 12936 | \$ 109.00 | Randy Bell |
| 12937 | \$ 750.00 | Reserve Account |
| 12938 | \$ 14.89 | Rigo's General Store |
| 12939 | \$ 636.00 | Riverbend Advertiser |
| 12940 | \$ 485.00 | Signal Control Products Inc. |
| 12941 | \$ 275.00 | S&L Equipment Rental, inc. |
| 12942 | \$ 278.19 | Staples Credit Plan Dept. 31 |
| 12943 | \$ 111.25 | The Ezpress-Times |
| 12944 | \$ 100.00 | Thomas Bocko |
| 12945 | \$ 58.89 | Tractor Supply Credit Plan |
| 12946 | \$ 175.00 | Treasurer, State of NJ |
| 12947 | \$ 114.14 | Verizon Wireless |
| 12948 | \$ 1,122.00 | Vital Communications |
| 12949 | \$ 1,157.01 | Warren Materials |
| 12950 | \$ 130.50 | West Payment Center |
| 12951 | \$550,760.00 | White Twsp Board of Education |
| 12952 | \$ 567.80 | Xerox Corporation |
| 12953 | \$ 1,985.00 | ARAE Network Solutions LLC |
| 12954 | \$ 750.00 | M&T Bank |

TOTAL: \$ 1,205,653.18

CURRENT FUND MANUAL CHECKS

| | | |
|------|-------------|-----------------|
| 2138 | \$25,692.78 | Payroll Account |
|------|-------------|-----------------|

SEWER ACCOUNT

| | | |
|------|---------|----------------------|
| 1227 | \$50.00 | Vital Communications |
| 1228 | \$50.00 | Vital Communications |

| | | |
|------|-------------|------------------------|
| 1229 | \$84,913.63 | Warren County (PR) MUA |
| 1230 | \$1800.00 | Warren County (PR) MUA |
| 1231 | \$50,000.00 | White Township |

BANK OF AMERICA ESCROW ACCOUNT

| | | |
|------|----------|-----------------------|
| 2553 | \$228.90 | Maser Consulting P.A. |
|------|----------|-----------------------|

GRAVEL PIT ESCROWS

| | | |
|-----|---------|-----------------------|
| 194 | \$62.50 | Maser Consulting P.A. |
|-----|---------|-----------------------|

CAPITAL ACCOUNT

| | | |
|------|----------|-----------------------|
| 1454 | \$58.35 | NJN Publishing |
| 1455 | \$62.50 | Maser Consulting P.A. |
| 1456 | \$169.95 | Maser Consulting P.A. |
| 1457 | \$463.75 | Maser Consulting P.A. |

TOTAL ALL FUNDS.....\$1,369,205.54

OTHER MATTERS

Res. 2013-63: Motion to adopt the following resolution made by Mr. Race, seconded by Mrs. Mackey and carried by unanimous favorable roll call vote. Herb – yes, Mackey – yes, Race – yes. Resolution adopted.

WHEREAS, the White Township Committee believes that every child should have equal resources of state aid distributed by the legislature for an education in the State of New Jersey; and

WHEREAS, the current distribution of state aid for education to the schools has not been distributed in a fair and equitable manner to provide property tax relief to all the citizens of the State of new Jersey; and

WHEREAS, Article III., Paragraph 1, of the New Jersey State Constitution states, “The powers of government shall be divided amojng three distinct branches, the legislative, executive, and judicial. No person or persons belonging to or constituting one branch shall exercise any of the powers properly belonging to either of the others, except as expressly provided in this Constitution;” and

WHEREAS, Article VIII, Section IV, Paragraph 1, of the New Jersey State Constitution states, “the Legislature shall provide for the maintenance and support of a thorough and efficient system of free public schools for the instruction of all children in the State between the ages of

five and eighteen years;” and

WHEREAS. Article VIII, Section IV, Paragraph 2, of the New Jersey State Constitution states, “the fund for the support of free public schools...shall be annually appropriated to the support of free public schools, and for the equal benefit of all the people of this State;: and

WHEREAS, Article VIII, Section I, Paragraph 7.a. of the New Jersey State Constitution states, the income tax is to be “annually appropriated...exclusively for the purpose of reducing or offsetting property taxes;” and

WHEREAS, this body can no longer bear the burden of the continued diversion of its fair share of state school aid for the students between the ages of five and eighteen years of age who reside within this jurisdiction.

NOW, THEREFORE BE IT RESOLVED, that the White Township Committee do hereby call upon the Legislature of the State of new Jersey to fulfill its constitutionally assigned duty to distribute the state aid for education to the school districts in this state in a fair manner that is for the equal benefit of all the people of the state and not by means that are prejudiced by the actions of special interests that may have been presented before the Court or other venue.

BE IT FURTHER RESOLVED, that the Clerk of this entity is hereby directed to forward a copy of this resolution to Governor Christie, Senate President Stephen Sweeney, Senate Minority Leader Thomas Kean Jr., Assembly Speaker Sheila Oliver and Assembly Minority Leader Jon Bramnick.

Mrs. Mackey suggested Request for Proposals be received for 2014 professional positions. The committee agreed. They also recommended the boards do the same.

ADJOURNMENT

Being no further business to come before the Committee, the meeting was adjourned at 9:16pm on motion by Mrs. Mackey, seconded by Mr. Race and carried by unanimous favorable vote.

Respectfully Submitted,

Kathleen R. Reinalda, RMC
Township Clerk