

TOWNSHIP OF RARITAN

COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-69**RESOLUTION RETIRING INTO EXECUTIVE SESSION**

WHEREAS, Section 8 of the Open Public Meetings Act, Chapter 231 P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the Township is of the opinion that such circumstances presently exist.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Committee of the Township of Raritan, County of Hunterdon, State of New Jersey, as follows:

1. The public shall be excluded from discussion of the specified subject matter.
2. The general nature of the subject matter to be discussed is as follows:
 - a) Contract Negotiations
 - b) Personnel: Longevity, Property Maintenance Inspector
 - c) Litigation:
 - d) Attorney Client Privilege:

It is anticipated that the minutes on the subject matter of the Executive Session will be made public upon conclusion of the matter under discussion; and in any event, when appropriate pursuant to N.J.S.A. 10:4-7 and 4-13.

3. The Committee will come back into Regular Session and may take further action.
4. This Resolution shall take effect immediately.

Resolution #17-69

Page 2

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

CERTIFICATION

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, hereby certify that the foregoing Resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk

TOWNSHIP OF RARITAN

4A.1

COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-91

WHEREAS, the Mayor and Township Committee of the Township of Raritan are desirous of filling a vacancy within the Raritan Township Police Department; and

WHEREAS, after interviews and reviews of applicants, Chief of Police, Glenn S. Tabasko recommended that Sgt. Benedict Donaruma be promoted and appointed to the position of Lieutenant.

NOW THEREFORE BE IT RESOLVED by the Mayor and Township Committee that the following officer is hereby appointed:

*Benedict Donaruma
Promoted and Appointed to Lieutenant
Effective April 4, 2017*

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk

COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-92

WHEREAS, the Mayor and Township Committee of the Township of Raritan are desirous of filling a vacancy within the Raritan Township Police Department; and

WHEREAS, after interviews and reviews of applicants, Chief of Police, Glenn S. Tabasko recommended that Off. Robert Landolina be promoted and appointed to the position of Sergeant.

NOW THEREFORE BE IT RESOLVED by the Mayor and Township Committee that the following officer is hereby appointed:

*Robert Landolina
Promoted and Appointed to Lieutenant
Effective April 4, 2017*

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk

TOWNSHIP OF RARITAN

COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-100**SELF-EXAMINATION OF 2017 BUDGET**

WHEREAS, N.J.S.A. 40A:4-78b has authorized the Local Finance Board to adopt rules that permit municipalities in sound fiscal condition to assume the responsibility, normally granted to the Director of the Division of Local Government Services, of conducting the annual budget examination; and

WHEREAS, N.J.A.C. 5:30-7 was adopted by the Local Finance Board on February 11, 1997; and

WHEREAS, pursuant to N.J.A.C. 5:30-7.2 through 7.5, the Township of Raritan has been declared eligible to participate in the program by the Division of Local Government Services, and the Chief Financial officer has determined that the local government meets the necessary conditions to participate in the program for the 201& budget year.

NOW THEREFORE BE IT RESOLVED by the governing body of the Township of Raritan that in accordance with N.J.A.C. 5:30-7.6a & 7.6b and based upon the Chief Financial Officer's certification, the governing body has found the budget has met the following requirements:

1. That with reference to the following items, the amounts have been calculated pursuant to law and appropriated as such in the budget:
 - a. Payment of interest and debt redemption charges
 - b. Deferred charges and statutory expenditures
 - c. Cash deficit of preceding year
 - d. Reserve for uncollected taxes
 - e. Other reserves and non-disbursement items
 - f. Any inclusions of amounts required for school purposes.
2. That the provisions relating to limitation on increases of appropriations pursuant to N.J.S.A. 40A:4-45.2 and appropriations for exceptions to limits on appropriations found at N.J.S.A. 40A:4-45.3 et seq., are fully met (complies with CAP law).
3. That the budget is in such form, arrangement, and content as required by the Local Budget Law and N.J.A.C. 5:30-4 and 5:30-5.
4. That pursuant to the Local Budget Law:

- a. All estimates of revenue are reasonable, accurate and correctly stated,
 - b. Items of appropriation are properly set forth
 - c. In itemization, form, arrangement and content, the budget will permit the exercise of the comptroller function within the municipality.
5. The budget and associated amendments have been introduced and publicly advertised in accordance with the relevant provisions of the Local Budget Law, except that failure to meet the deadlines of N.J.S.A. 40A:4-5 shall not prevent such certification.
6. That all other applicable statutory requirements have been fulfilled.

BE IT FURTHER RESOLVED that a copy of this resolution will be forwarded to the Director of the Division of Local Government Services upon adoption.

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

CERTIFICATION

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk

List of Bills - (All Funds)

6 B

Vendor	Description	Payment	Check Total
3124 - ADR TOWING	Current Fund		
	PO 3712 trk 12 Tow service	262.50	262.50
1640 - APPROVED FIRE PROTECTION CO	PO 3539 Fire Inspection	391.30	
	PO 3605 System Inspection	324.00	715.30
	PO 3321 B-SNOW MEALS 2017	31.00	31.00
	PO 3324 B-SNOW MEALS 2017	31.00	31.00
2382 - BRIAN TAGGERT	PO 3576 2500 - F100 Construction Applicatio	837.00	837.00
2850 - BRION FLEMING	PO 3725 Tree removal	1,825.00	1,825.00
4215 - BUY NOW OFFICE SUPPLIES	PO 3601 Mailbox Reimbursement	100.00	100.00
2028 - C & M LANDSCAPING SERVICE	PO 3601 MARCH 2017	969.38	969.38
4531 - CAROL GOLDSTEIN	PO 3769 Mount SpaireTires	139.80	139.80
895 - CENTURYLINK	PO 3722 B-SNOW MEALS 2017	31.00	31.00
4396 - CHAMPION TIRE	PO 3332 Janitorial Supplies	222.45	222.45
4507 - CHRIS KALHAUGE	PO 3702 B-INTERENT SERVICE FOR 2017	138.16	138.16
1710 - CINTAS CORP	PO 3365 B-2017 INTERNET SERVICE	12.95	12.95
4297 - COMCAST	PO 3426 B-2017 INTERNET SERVICE	273.29	273.29
4359 - COMCAST	PO 3430 B-2017 INTERNET SERVICE	273.29	273.29
1801 - COMCAST	PO 3330 B-SNOW MEALS 2017	31.00	31.00
4360 - DANIEL LORENZI	PO 3339 B-2017 MIIAGE REIMBURSEMENT	26.04	26.04
4481 - DAVID FABIANO	PO 3317 B-SNOW MEALS 2017	31.00	31.00
814 - DAVID SNYDER	PO 3693 Mailbox Reimbursement	100.00	100.00
4543 - DON CIOTTA	PO 3327 B-SNOW MEALS 2017	31.00	31.00
3799 - DONALD VANFOSSEN	PO 3333 B-SNOW MEALS 2017	31.00	31.00
4508 - DONN BROWN	PO 3596 Mailbox Reimbursement	91.82	91.82
4532 - DORIS T SPENCER	PO 3326 B-SNOW MEALS 2017	31.00	31.00
3798 - EDWARD WALDRON	PO 3319 B-SNOW MEALS 2017	31.00	31.00
2157 - EDWARD YARD	PO 3771 FEBRUARY 2017	2,376.38	2,376.38
263 - ELIZABETHTOWN GAS	PO 3698 Shipping for Alcotest simulator and	99.62	99.62
285 - FEDEX	PO 3704 Supplies	96.50	
315 - FLEMINGTON SUPPLY CO	PO 3718 Water Truck & Waste Oil Parts	211.75	308.25
	PO 3710 Annual Dues	100.00	100.00
3194 - GRANU	PO 3340 B - 2017 MIIAGE REIMBURSEMENT	27.28	27.28
2786 - H. JOHN BORST	PO 3692 Portable Water Pumps	389.98	389.98
3914 - HOME DEPOT CREDIT SREV	PO 3711 2017 Dues	25.00	25.00
2388 - HUNTERDON CO MUNIC.CLERK	PO 3701 Pest Control Maintenance	62.00	62.00
1062 - J.C. EHRLICH CO INC	PO 3311 B-SNOW MEALS 2017	31.00	31.00
1861 - JAMES HARPER	PO 3328 B-SNOW MEALS 2017	31.00	31.00
3031 - JERRY TRSTENSKY	PO 3328 B-SNOW MEALS 2017	31.00	31.00
2241 - JESCO INC	PO 3713 Loader repair & Service	1,392.74	1,392.74
109 - JOHN BROWN	PO 3314 B-SNOW MEALS 2017	23.00	23.00
1787 - JONATHON WEBB	PO 3329 B-SNOW MEALS 2017	31.00	31.00
859 - KEVIN TETTEMER	PO 3312 B-SNOW MEALS 2017	31.00	31.00
4540 - LANZA & LANZA	PO 3630 PROSECUTING IN NOVEMBER 2016	700.00	700.00
4322 - LINK HIGH TECH INC	PO 3083 PHONES FOR DPW	8,926.20	

List of Bills - (All Funds)

Vendor	Description	Payment	Check Total
508 - LORCO PETROLEUM SERVICE	PO 3402 PHASE 1 OF MIGRATION	2,800.00	11,726.20
2741 - MICHAEL RASTLE	PO 3696 Used Oil Removal	280.00	280.00
	PO 3323 B-SNOW MEALS 2017	31.00	
	PO 3736 Vision Reimbursement	150.00	181.00
4361 - MICHAEL TRAUCH	PO 3331 B-SNOW MEALS 2017	31.00	31.00
1665 - MICHAEL WRIGHT	PO 3342 B-2017 MILEAGE REIMBURSEMENT	23.56	23.56
4365 - MID STATE REG ASSOC	PO 3709 Dues and Meeting	75.00	75.00
4547 - MIDDLESEX COUNTY ASSESSOR	PO 3740 Understanding Tax Appeal Appraisals	10.00	10.00
4061 - NAPA	PO 3658 Service & Repair Parts	816.90	816.90
3881 - NEW JERSEY AMERICAN WATER	PO 3767 02/08/17 - 03/08/17	900.94	900.94
4354 - NEWTECH RECYCLING INC	PO 3690 E-Waste	403.25	403.25
372 - NJ ADVANCED MEDIA	PO 3706 Employment Ads	1,852.50	1,852.50
2587 - PETER ENEA	PO 3764 PERC WITNESS	665.64	665.64
2055 - POWERCO INC	PO 3716 #59 Hyd Relief valve	129.60	129.60
4049 - PRAXAIR	PO 3723 Welding supplies	84.33	84.33
1996 - R & H TRUCK PARTS & SERVICE	PO 3721 Repair Parts	1,103.24	1,103.24
673 - RACHLES/MICHELE'S OIL CO	PO 3633 Diesel/Gasoline	5,941.55	5,941.55
4227 - READY REFRESH	PO 3520 B-WATER COOLER 2017	2.97	2.97
3796 - RICHARD STRUBLE	PO 3313 B-SNOW MEALS 2017	31.00	31.00
2729 - RICK GABES	PO 3322 B-SNOW MEALS 2017	31.00	31.00
1537 - RICOH USA, INC	PO 3273 PHOTOCOPYING (MONTH-TO-MONTH)	279.37	279.37
3973 - RICOH USA, INC	PO 3517 B- COPIER RENTAL FOR 2017	127.14	127.14
1939 - ROBERT H HOOVER & SONS	PO 3720 DEF and repair parts	276.61	276.61
531 - ROBERT MARINO	PO 3318 B-SNOW MEALS 2017	31.00	31.00
305 - RONALD FLEMING	PO 3316 B-SNOW MEALS 2017	31.00	31.00
3436 - RUTGERS UNIVERSITY	PO 3668 NJ Forest Core Training	50.00	50.00
3797 - SAMUEL LAVOIE	PO 3325 B-SNOW MEALS 2017	31.00	31.00
2510 - SAWYERS	PO 3689 2nd Quarter 2017	150.00	150.00
4539 - SILLIMAN CONSULTING, LLC	PO 3619 VPN ROUTER	250.00	250.00
840 - STRYKERS PAINT STORE	PO 3543 Supplies	99.15	99.15
4397 - THE HOSE SHOP	PO 3714 Sweeper & water truck supplies	532.71	532.71
870 - TIRPOK CLEANERS	PO 3697 February Dry Cleaning	756.25	756.25
879 - TRAP ROCK INDUSTRIES	PO 3734 Asphalt	188.34	188.34
3187 - TRIUS INC	PO 3717 Cylinders Plow # 170	420.72	420.72
2142 - VERIZON WIRELESS	PO 3209 wireless bluetooth	199.98	
	PO 3761 2/2017 - FIRE MARSHAL	80.02	
	PO 3762 3/2017 - PW	332.83	
	PO 3763 3/2017	1,151.87	
	PO 3766 3/2017	540.65	
4212 - WASTE MANAGEMENT OF NJ	PO 3691 Bulky Waste	1,988.00	2,305.35
4090 - WB MASON	PO 3460 Office Equipment -Printer/Toner	475.32	1,988.00
	PO 3584 Office Supplies	179.43	

List of Bills - (All Funds)

6 B

Vendor	Description	Payment	Check Total
736 - WILLIAM RISSMILLER	PO 3628 OFFICE SUPPLIES	80.44	735.19
	PO 3315 B-SNOW MEALS 2017	31.00	31.00
486 - WOODRUFF ENERGY	PO 3772 FEBRUARY 2017	1,766.55	1,766.55
	Trust		
1116 - ABSOLUTE AUTO TRUCK	PO 3695 Tire Disposal	378.00	378.00
1433 - MCELROY, DEUTSCH ETC...	PO 3257 B-2017 COAH SERVICES	3,432.87	3,432.87
	General Capital		
973 - HUNTERDON CTY SOIL CONSER	PO 3632 Soil Erosion Permit for Sunny Hills	975.00	975.00
4322 - LINK HIGH TECH INC	PO 3463 ADDT'L WORK ON PW PHONE SYSTEM	1,659.50	1,659.50
	TOTAL		52,405.37

Summary By Account	ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
	01-101-01-000-001	CASH TD BANK	100.00			0.00
	01-201-20-100-200	TOWNSHIP ADMINISTRATOR O/E	406.51			45,960.00
	01-201-20-101-200	POSTAGE & PHOTOCOPYING	690.64			
	01-201-20-120-200	TOWNSHIP CLERK - OE	80.44			
	01-201-20-130-200	FINANCIAL ADMINISTRATION OE	3,188.16			
	01-201-20-140-200	DATA PROCESSING SERVICES OE	10.00			
	01-201-20-150-200	TAX ASSESSOR OE	179.43			
	01-201-20-165-200	ENGINEERING SERVICES	475.32			
	01-201-21-180-200	PLANNING BOARD OE	913.88			
	01-201-22-195-200	CONSTRUCTION OFFICIAL OE	855.87			
	01-201-25-240-200	POLICE OE	2,125.34			
	01-201-26-290-200	ROAD REPAIR & MAINTENANCE OE	903.82			
	01-201-26-295-200	SNOW REMOVAL OE	1,495.40			
	01-201-26-310-200	PUBLIC PROPERTY (B&G) OE	5,760.88			
	01-201-26-315-200	VEHICLE MAINTENANCE OE	74.55			
	01-201-26-316-200	RECYCLING TAX	75.00			
	01-201-27-330-200	BOARD OF HEALTH OE	14,349.38			
	01-201-31-440-200	UTILITIES	2,596.70			
	01-201-32-465-200	SOLID WASTE				11,478.70
	01-203-20-100-200	(2016) TOWNSHIP ADMINISTRATOR O/E				199.98
	01-203-28-375-200	(2016) PARK MAINTENANCE OE				

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
TOTALS FOR	Current Fund	34,281.32	11,678.68	0.00	45,960.00
03-100-01-000-009	Recycling Trust			378.00	
03-101-01-000-001	Checking TD Bank			0.00	3,810.87
03-286-10-110-006-000	COAH Trust			3,432.87	
TOTALS FOR	Trust	0.00	0.00	3,810.87	3,810.87
04-101-01-000-001	Checking TD Bank			0.00	2,634.50
04-215-56-959-000	ORD.07-17 PRIM ENG&DES,SUN HLS			975.00	
04-215-56-998-000	ORD 16-10 VARIOUS CAPITAL EQUIP & IMPROV			1,659.50	
TOTALS FOR	General Capital	0.00	0.00	2,634.50	2,634.50

Total to be paid from Fund 01 Current Fund 45,960.00
 Total to be paid from Fund 03 Trust 3,810.87
 Total to be paid from Fund 04 General Capital 2,634.50

 52,405.37

Checks Previously Disbursed

ACCOUNT	DESCRIPTION	PO#	DATE	AMOUNT	DATE
33117	RARITAN TWP PAYROLL AGENCY	PO# 3773	3/31/17	311,275.40	3/28/2017
33117	RARITAN TWP PAYROLL AGENCY	PO# 3773	3/31/17	5,818.02	3/28/2017
33117	RARITAN TWP PAYROLL AGENCY	PO# 3773	3/31/17	703.00	3/28/2017
41	CHRYSALIS INVESTORS LLC	PO# 3770	PREMIUM: 72.08/2	200.00	3/28/2017
20117	CHASE NYC, D.T.C.	PO# 3729	2010 BOND PAYMENT	33,181.43	2/01/2017
20117	CHASE NYC, D.T.C.	PO# 3729	2010 BOND PAYMENT	193.58	2/01/2017
40	STUART LASHER	PO# 3728	PREMIUM: 72.01/55	400.00	3/23/2017
29072	DELTA DENTAL PLAN NJ INC	PO# 3726	Blanket - Dental	32,971.32	3/22/2017
29071	TRINITY SOLAR	PO# 3727	REFUND - ZONING PERMITTT FEE	30.00	3/22/2017
29070	NAPCO	Multiple:	PO# 3386 PO# 3688	783.08	3/22/2017
30317	RARITAN TWP PAYROLL AGENCY	PO# 3686	PAYROLL 3/3/17	330,522.24	3/01/2017
30317	RARITAN TWP PAYROLL AGENCY	PO# 3686	PAYROLL 3/3/17	3,271.28	3/01/2017

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
31717	RARITAN TWP PAYROLL AGENCY	PO# 3685	PAYROLL 3/17/17	295,800.51	3/15/2017
31717	RARITAN TWP PAYROLL AGENCY	PO# 3685	PAYROLL 3/17/17	7,205.96	3/15/2017

				1,022,355.82	
Total paid from Fund 01 Current Fund				1,004,563.98	
Total paid from Fund 02 State & Federal Grants				703.00	
Total paid from Fund 03 Trust				17,088.84	

				1,022,355.82	

6B

Total for this Bills List: 1,074,761.19

List of Bills - (0110101000001) CASH TD BANK
Current Fund

6 C

Check#	Vendor	Description	Payment	Check Total
0	1833 - HMC- OCCUPATIONAL HEALTH	PO 3449 MEMBER PHYSICALS	1,047.00	1,047.00
1	1434 - NJ FIRE EQUIPMENT CO.	PO 2756 FIRE EQUIPMENT	13,904.00	13,904.00
2	1434 - NJ FIRE EQUIPMENT CO.	PO 3447 SCBA REPAIR/HYDRO TEST	1,312.39	1,312.39
	TOTAL			16,263.39

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-101-01-000-001	CASH TD BANK				
01-201-25-256-200	P.E.O.S.H.A.-FIRE CO.	1,047.00			16,263.39
01-201-25-265-200	FIRE COMPANY	1,312.39			
01-203-44-920-200	(2016) PURCHASE FIRE EQUIPMENT		13,904.00		
TOTALS FOR	Current Fund	2,359.39	13,904.00	0.00	16,263.39

Total to be paid from Fund 01 Current Fund

=====
16,263.39
=====
16,263.39
=====

**L. John Belle II
32 Windham Court
Flemington, NJ 08822**

8 A

December 7, 2016

Raritan Township Municipal Bldg.
One Municipal Dr.
Flemington, NJ 08822-1799
Attn: Mr Bill Bray, Township Clerk

Re: RTMUA Board Position

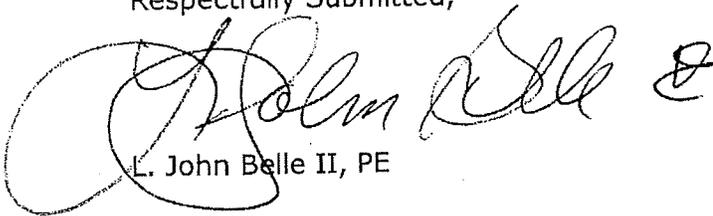
Dear Mr. Bray:

Mr. Peter Kinsella contacted me to inquire if I would consider serving on the RTMUA Board. He indicated that if I would be willing, that I should submit my application to you. To that end I am submitting this correspondence.

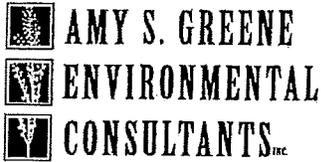
I would like to be considered to fill the vacant position on the RTMUA Board. I am a Professional Engineer, licensed in New Jersey, Pennsylvania and Delaware. I have forty-four years of experience in site work design and construction, and while utility design was not the focus of my work, I did design utility systems and connections as they related to the larger projects that I was designing. I realize that I will have a learning curve when dealing with a sewage treatment plant and the related infrastructure, but I feel that my background and expertise prepares me to accomplish that task expeditiously.

Thank you for your time and consideration. I have attached my professional resume for review.

Respectfully Submitted,



L. John Belle II, PE



L. JOHN BELLE II, P.E.
Project Engineer

Years of Experience: 44

Education

⇒ B.S. Civil Engineering, Newark College of Engineering, 1972

Professional Affiliations and Certifications

⇒ Professional Engineer, NJ, 24GE02405000, 1977

⇒ Professional Engineer, PA, PE039641R, 1989

⇒ Professional Engineer, DE, No. 19543, 2014

⇒ Illuminating Engineering Society of North America, Associate Member #631949, 2001

Training

⇒ Rutgers Cooperative Extension Water Resources Program, Stream Investigation and Design, March 2016

⇒ Montclair State University Continuing Environmental Education, Flood Hazard Area Control Act Rules: Overview, August 2016

⇒ Montclair State University Continuing Environmental Education, Green Infrastructure Stormwater Management Techniques, September 2016

KEY QUALIFICATIONS

Mr. Belle has been lead designer on more than one thousand projects involving specialized site development during the past forty-three years. Mr. Belle is a licensed Professional Engineer in the State of New Jersey and other states. He has specialized expertise in recreational facility design including athletic fields, tennis courts, basketball courts, aquatic complexes, trail design and park design. He has designed and overseen construction of more than one thousand recreational facility projects development during the past 44 years.

Mr. Belle is supervisory engineer and coordinator of all engineering and construction administration. Mr. Belle has specialized expertise in recreation facility design, including trail and boardwalk design, as well as wetland mitigation design and stream bank restoration. Mr. Belle's responsibilities include supervision of survey sequence and confirmation of survey documents; principal designer and reviewer of all conventional aspects of civil engineering; earthwork, soil erosion and sediment control, stormwater structures, stormwater management and drainage systems, water supply, storm and sanitary sewer system, lighting systems and all agency or code regulated construction.

Mr. Belle coordinates Associate services including management of engineering and surveying subcontracts typically utilized by ASGECI. Typical project responsibilities include: specification writer for technical specifications; preparation of construction contract documents; professional certification of documents; supervision of and/or performance of construction contract administration including inspection of installation and maintenance of soil erosion and sediment control measures.

EMPLOYMENT HISTORY

Kinsey Associates: 1972-2014, President/Owner, Vice President of Engineering, Principal Engineer – Responsibilities included principal designer and review of all conventional aspects of civil engineering including earthwork structure drainage systems, water supply, storm and sanitary sewer system, lighting systems and all agency and code regulated construction; supervision of survey sequence and confirmation of survey documents; preparation of technical specifications and construction contract documents; professional certification of documents; bid analysis and negotiations; supervision and performance of construction contract administration.

Amy S. Greene Environmental Consultants, Inc. 2014-present, Supervising Engineer and Coordinator of all engineering and construction administration – Mr. Belle's responsibilities include supervision of survey sequence and confirmation of survey documents; principal designer and reviewer of all conventional aspects of civil engineering; earthwork, soil erosion and sediment control, stormwater structures, stormwater management and drainage systems, water supply, storm and sanitary sewer system, lighting systems and all agency or code regulated construction; preparation of technical specifications and

construction contract documents; professional certification of documents; bid analysis and negotiations; supervision and performance of construction contract administration including inspection of installation and maintenance of soil erosion and sediment control measures. Mr. Belle has specialized expertise in wetland mitigation design, stream bank restoration and recreation facility design, including trail and boardwalk design.

RELEVANT EXPERIENCE

(#3261) Atlantic County Lakes Creek Wetland Mitigation Bank, Egg Harbor Township, Atlantic County, NJ. Atlantic County Department of Regional Planning and Development. Project Engineer responsible for design and preparation of conceptual and final wetland mitigation plans and specifications for a tidal and freshwater wetland mitigation bank to satisfy NJDEP Freshwater Wetland and Coastal Wetlands as well as USACE Section 404 wetland permit mitigation requirements for several Atlantic County bridge replacement and intersection improvement projects. The plans detailed requirements for excavation and grading, soil erosion and sediment control, site drainage, soil stabilization and plantings. The plan included design of a new tidal channel within the enhanced wetland area. The plan was approved by an Interagency Review Team including USACE, USEPA, NMFS, USFWS and NJDEP. The 17.0 acre bank yielded 6.76 mitigation bank credits. A portion of the 37 acre site was also used to satisfy project specific mitigation for a priority bridge project. Also prepared application for Soil Conservation District Soil Erosion and Sediment Control Plan Certification. Performed construction monitoring including review of contractor submissions. *Reference: Robert Lindaw, Project Manager, (609) 645-5898. May 2010 – Present.*

(#1703) Randolph Township Bikeway Expansion, Randolph Township, Morris County, NJ. Township of Randolph/Kinsey Associates. Randolph Township secured funding from NJDOT to create an expansion of an existing series of bikeway components into a linked system of trails. Project Engineer responsible for design and contract document preparation for approximately four miles of new multi-purpose bikeway. The trail proposal linked four township parkland parcels and a county park as well as the municipal building complex, a High School, Middle School and Elementary School by an off-road bikeway. The bikeway lane is an eight-foot wide at grade course variously paved with bituminous concrete or aggregate pavements as appropriate to meet NJDEP requirements. It included six bridges (the longest spanning sixty feet), five wetlands crossings and four trail heads at existing parking areas. The route was field selected and marked to enable construction through forested lands without any destruction of the canopy. Prepared project plans and permit plans as well as construction contract documents. Oversaw project construction including installation and maintenance of soil erosion and sediment control and bridge and trail construction. The project has been constructed. *Reference: Jon Huston, Mayor, (973) 328-4646. April 1999. \$13,500.00.*

(#0236) Winding River Development Wetland Mitigation, Sayreville Borough, Middlesex County, NJ. William A. Brandt, Jr., receiver for Westholme Partners. Project Engineer responsible for design of tidal wetland mitigation project adjacent to the Raritan River. A large residential development project was proposed that included encroachment on approximately 0.20 acres of freshwater wetlands authorized by the US Army Corps of Engineers New York District. Implementation of wetland mitigation was required by the USACE to comply with the Special Conditions of the permit authorization.

Stony Brook Park, Borough of Butler, Morris County, NJ. Borough of Butler. The Stony Brook Park site is an existing recreation site long utilized as a municipal swimming and picnicking facility by Borough residents. A bridge, dam, spillway, stone walls and some path remnants, all in damaged or failed conditions exist on the site. The Borough wished to increase the recreation utility of the site and to restore most of the stream side passive recreation opportunity there. Professional Engineer responsible for project design and preparation of permit plans and engineering report for inclusion in NJDEP



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wetlands and flood hazard area permits. The project included repair of the dam, spillway, bridge and its abutments and to dredge sediments from the former pond to restore it to its previous condition. Produced a Master Development Plan for creation of additional parking, a basketball court, and family picnicking sites within and adjacent to forested wetlands portions of the site. Careful research of historic records of the previous pond and other stream related structures enabled a fairly complex combination of wetlands and flood hazard area permits to be granted. Service elements prepared included: Site Study and Survey, Program development, Preparation of delineation and LOI, preparation of wetlands general permitting (multiple), transition area averaging plan, stream encroachment permitting, dredging permit, dam reconstruction permit, soil erosion and sedimentation control plan permit, and working drawings, specifications and estimates. Performed construction monitoring including installation and maintenance of soil erosion and sediment control measures, dam, spillway and bridge repair and pond dredging.

O'Connor Park, Phase I and Phase II, Township of West Orange, Essex County, NJ. Township of West Orange. O'Connor Park in West Orange was one of the Township's primary recreation facilities when first created in the 1960's. Since then the entire site had degraded to a condition no longer satisfactory for quality play, safety and maintenance. Professional Engineer responsible for creating a Master Redevelopment Plan for the site to serve as a basis for Green Acres funding applications as well as a guideline for phased renovation of the site. Coincident with renovation of existing tennis, basketball and handball courts, play equipment areas, restrooms and infrastructure the Township wanted to reorganize and expand existing ballfields to create an additional field space and to resolve persistent drainage problems. Significant tasks of the project included: wetlands delineation and NJDEP LOI, Master Planning and Cost Estimating, preparation of Working Drawings and Specifications for Phase I construction (redevelopment of ballfields), and preparation of Working Drawings and Specifications for Phase II (redevelopment of courts, play areas and pathway infrastructure).

(#3188A) Delaware Airpark Runway 9-27 Expansion & Associated Improvements, Town of Cheswold, Kent County, DE. The Delaware River & Bay Authority/AECOM. Wetland mitigation was required to satisfy USACE Section 404 permit and DNREC Water Quality Certificate requirements to compensate for 14.12 acres of wetlands disturbances at Delaware Air Park that were the result of planned improvements to the runways and infrastructure. Mr. Belle prepared the Construction Plans including Existing Conditions Plan, the Easement Plan, Layout and Grading Plan, Soil Erosion and Sediment Control Plan and Cross Sections for the mitigation project. The Wetland Mitigation project was designed for the Pratt/Smith Farm site. The plan included excavation and regrading of two large existing cultivated farm fields that bracketed forested wetlands and uplands to provide high quality freshwater wetland areas. Additionally, broad shallow depressions were designed to afford vernal pond habitat and a deep excavation was created to provide a wet pond habitat. Planting plan included a variety of trees, shrubs, bare root and plug plantings to stabilize the disturbed area and provide appropriate wildlife habitat. *References: Luke B. McHugh, P.E., Senior Project Manager, (215) 399-4300. December 2011 – Present.*

Hilltop Park – Phase I, Township of Verona, Essex County, NJ. Principal Engineer responsible for producing a recreation master plan for a larger wooded hillside area as part of land transfer collaboration with Verona, North Caldwell, Essex County and private development interests. Subsequently, planned and estimated an athletic field installation and produced contract drawings for construction of the same project. The athletic field proposal consists of a single large, synthetic surfaced athletic field, grandstands, lighting systems, parking areas, and utility support systems placed in a former quarry site and County road department depot. The project site is extremely compact and surrounded by quarry faces and existing parking spaces. All of the former County buildings and storage structures as well as existing utilities remained in the site. Oversaw project construction including installation and maintenance of soil erosion and sediment control measures, site grading and stabilization, and installation of drainage facilities, structures, parking areas, utilities and lighting.



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Middlesex County College Outdoor Athletic Facilities, Middlesex County, NJ. Middlesex County College was required to perform significant remediation activities on athletic fields near their physical education center to remove heavy metal contaminants. The Army Corps of Engineers project demolished existing tennis courts and ballfields in the process of remediation. Principal Engineer responsible for working in conjunction with the Corps to prepare plans for the development of a NCAA baseball field, NCAA softball field and a group of six tennis courts. These are radially graded, fenced, irrigated fields with a full complement of accessory features including dugouts, spectator seating, water service supply, electric supply, and pressboxes. Significant tasks of this project included: review of soil and subsurface conditions, studies, topographical survey, concept, preliminary and master planning, cost estimating, working drawings and bid document preparation, and contract administration. Prepared construction contract documents and permit documents necessary to bid and construct the project. Plans prepared included soil erosion and sediment control measures, a grading plan, a soil management plan, and a stormwater management and drainage plan. Performed Construction Contract Administration for the project with minor local staff support. Administration required the coordination of three prime contractors; Site Work Construction, Tennis Court Construction, and Site Electrical Construction. Also monitored installation and maintenance of soil erosion and sediment control. Monitored management of contaminated soils.

(#2978) River Lea Farm Recreation Site, Branchburg Township, Somerset County, NJ. Kinsey Associates. Principal Engineer for design of organized sports facilities, including soccer/multi-purpose fields and two youth baseball fields, supported by parking for 160 cars and by irrigation and sanitary sewer and electric service supply systems, the last two in anticipation of building and restroom additions in the second development phase. A recent inclusion in the Master Plan for the site is incorporation of site space parking and a support structure for creation of a community garden. First phase construction requires substantial earthwork operations to terrace the site into a series of large playfield plateaus linked by barrier free access drives and pedestrian ways. Initially these fields will include backstops, fencing, team bench enclosures and full automatic irrigation systems including well and hydro pneumatic systems and comprehensive main service and automatic control systems in anticipation of subsequent placement of three additional fields. Final presentation of completed phase documents awaits review of the several Townships planning groups involved in the process and when complete will initiate the bidding sequence. *March 2008 – May 2008. \$2,500.00.*

Appalachian Trail, Pochuck Creek Basin Technical Design and Route Feasibility Analysis, Vernon Township, Sussex County NJ. Appalachian Trail Conference in cooperation with the National Park Service and the New Jersey Department of Parks and Forestry. Principal Engineer responsible for performance of various studies and evaluation of several design scenarios for Appalachian Trail (A.T.) crossing of the Pochuck Creek basin. Evaluated several route choices and prepare a contrast of a matrix of factors including relationship to flooding, physical characteristics, costs, and techniques of treadway construction, quality of experience and sequence of movement through wooded upland, wooded wetlands, marshes, open waters and adjacent residential subdivision. The product of this study was comprehensive description and cost estimates of conventional A.T. trail and Challenge Level III barrier-free accessible trails as proposed along several choice routes. This was a remarkably diverse exercise as the project site featured varying environments ranging from subdivision roadways to archaic Indian chert mines occurring along outcrop faces in rare and endangered plant communities. The analysis parameters required design of boardwalks above projected floods, breakaway designs, floating designs, reinforced earth treadways, low-tech ramp transitions and a host of permutations of theses.

(#3770) Hexcel Facility Remediation, Lodi Borough, Bergen County, NJ. Haley & Aldrich Construction Services, Inc. Professional Engineer responsible for the preparation of the necessary NJDEP Permit Plans



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and a Riparian Zone Restoration Plan for the remediation activities relating to the activities at the Former Hexcel Corporation (Hexcel) Facility. The Hexcel site has been undergoing an environmental investigation and remediation under the New Jersey Department of Environmental Protection (NJDEP) Industrial Site Recovery Act (ISRA) program since the late 1980s. Contaminated soil was proposed to be excavated proximate to the bank of the Saddle River. The project required a NJDEP Freshwater Wetland General Permit #4 for remediation activities in State open Waters and a NJDEP Flood Hazard Area Individual Permit with hardship exception for clearing of vegetation in the riparian zone and for excavation and fill activities in regulated waters and the floodway and flood hazard area. Mr. Belle designed a stream bank stabilization plan that incorporated bioengineering techniques. Mr. Belle worked with staff biologists to design a riparian restoration plan. Mr. Belle prepared the permit plans and the required Engineering Report. ASGECI prepared, submitted and received approval for the referenced permits. Mr. Belle also provided construction monitoring services and prepared the required NJDEP construction completion report. *Reference: Santhosh K. Thadigiri, Senior Project Manager, (973) 658-3941. October 2014 – Present.*

Mannino Park, Township of Old Bridge, Recreation Department, Middlesex County, NJ. Mannino Park, a 70-acre land tract in the sandy, acid soils of Old Bridge, is adjacent to watershed lands and a reservoir belonging to the County water supply system. The Township acquired this tract to create a new community sports complex intended to supply mainstream organized sports interests and to provide a home for an area YMCA complex. Kinsey Associates prepared construction contract documents for initial athletic field construction. This phase included placement of an access roadway with parking lots and prepared the site preparation and grading to accommodate four new lighted baseball fields. Of these, two were fully developed with backstops, team bench shelters, bleachers and infield accessory equipment. The entire grade prepared area has been irrigated with fully automatic watering systems and electric service conduits are installed in anticipation of future lighting for the entire field complex. An elevated landform was constructed at the center of the field group to produce an overlook as location for a large restroom/ concession stand and activity shelter structure designed to support large crowds during tournament sequences. The entire athletic field soil profile was extensively modified to neutralize acidity and to improve water holding characteristics of the droughty soils. The project budget for athletic field construction was (\$2.0 m) and the park center building (\$750,000.00). The facility was completed in the summer of 2009 and ready for programming as a “fallball” facility.

Challenger Field, Township Of Branchburg, Branchburg Recreation Department and Branchburg Township Council, Branchburg, Somerset County, NJ. Challenger Field was a collaborative effort whose purpose was to secure space, design, funding, and construction to produce a “Challenger Field” in the Township to support regional programming for wheel chair baseball. The Township and School Board dedicated a small land parcel adjacent to Town Hall for this project. Field Turf contributed synthetic turf adequate for the construction. A local contractor contributed earthwork and earth materials. Kinsey Associates contributed design services and construction document preparation for the whole project. Branchburg police department provided grant resources to fund the cost of purchase of remaining construction materials and completion of construction. The finished field included: a wholly synthetic small ballfield with perimeter fencing; team bench areas; a backstop structure; spectator areas; and accessible pathways from adjacent parking.

Livingston Township Haines Memorial Pool Renovations, Northland Pool Renovations Phase I and Phase II Northland and Haines Pool Complex and Lap Pool Renovations, Haines Main Pool ADA Access, Township of Livingston, Essex County, NJ. The redevelopment process began with an overall assessment of needs. The first phases included replacement and upgrade of the filtration and chemical delivery systems, modifications to the recirculation piping, replacement of the wading pool areas, pool slides and site improvements including sitting and shaded areas. Subsequent phases addressed reshaping the pool floors for access and utility, repairing structural issues in the main pool shells and replastering.



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Verona Pool Complex, Complex Study and Evaluation, Renovation of Main Pool and Bathhouse, Construction of Pool Slides, Township of Verona, Essex County, NJ. The overall complex was studied to assess any problem issues. While dated, this pool complex was in relatively good condition. The focus of phased improvements has been upgrades rather than just replacements. The bath house flat roof was replaced with a free standing peaked gable end roof and the interior was completely refurbished. The "amusement" function of the three (3) meter diving board was replaced with a water park quality dual chute pool slide. The main pool was provided with a ramped access, wall repairs were effected and all pools were replastered. Addition of a wet-mat area is a future consideration.

Westfield New Filtration & Chemical Systems, Design & Construction, Multiple Phase Memorial Park Pool Complex Renovations and Reconstruction, Town of Westfield, Union County, NJ. Over a number of years the Westfield Pool Complex has been completely refurbished or replaced. Initially minor improvements were made to the "kiddie" pool area. All filtration and chemical delivery systems were replaced. A pool complex master planning sequence was undertaken and a multi-phase redevelopment began. The bath house flat roof was replaced with a free standing peaked gable end roof and the interior was completely refurbished. In a phase planned but not designed by our Supervising Engineer, the diving well was replaced with an "L" shaped lap/diving pool and a separate slide feature with landing pool. This phase also included site improvements. The final phase involved replacement of the 50 meter main pool with an equivalently sized "leisure" style pool with ramped access, in water seating and a predominance of shallow water and replacement of the "kiddie" pool area with a combination wading/training pool and wet-mat feature.

Maplewood Training, Main & Diving Tank Pool Filtration System Reconstruction and New Wading Pool Construction, Phase I & II Main, Diving & Pool Refinishing, P.O.E.T. Filtration System Enclosure, Municipal Pool Complex Site Renovations (Decking, Drainage, Landscaping, etc.), Maplewood Township, Essex County, NJ. An initial assessment determined that the bath house was functioning adequately and later improvements were limited to fixture replacement and refinishing. The Maplewood complex improvements have focused on pool complex upgrades and replacements starting with the replacement of all filtration and chemical delivery systems and recirculation piping modifications. Subsequent phases included replacement and upgrade of the wading pool, ramp access into the main pool, recirculation piping improvements, pool slide installation, all decking replacement, drainage improvements, and site improvements including seating and landscaping.

Township of West Windsor Community Pool Complex, Preliminary Design, Master Plan and Working Drawings and Specifications, Mercer County, NJ. Professional Engineer responsible for this comprehensive planning, design and construction sequence conducted to create a municipal swimming facility. Pre-construction services were initiated by compiling program requirements and plan proposal developed by resident pool committees and Township Recreation. These were reinterpreted, revised and presented to the mayor and Township Staff over a course of two months until an accord was readied on all facility aspects. Final cost estimates for a 2.8 million dollar first phase were prepared and presented with final design plans to the general public as a self-sustaining municipal utility occupying ten acres budgeted at 4 million dollars in total. This project was subdivided into a phased development. The initial phase consisted of: access; 350 car parking; area enclosure; a bathhouse with lockers, full service kitchen, administrative offices, lifeguard offices and a first aid room; an adult leisure pool; a 25 meter competition tank; a wading pool with interactive spray features; a waterslide and splash down tank; play equipment areas and a tot lot; basketball courts; volley ball court; an outdoor sitting/dining area; lighting; pathways; decking and landscape plantings. Performed construction contract administration of the project throughout the entire construction sequence. This included weekly job meetings to maintain an efficient working interface between four prime contractors, the Township and exterior agencies (SCD, County,



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and Utility Companies). The facility was oversubscribed in its first season leaving 200 families on a waiting list and has functioned at full membership levels continuously.





Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

9 A

Perryville III Corporate Park
53 Frontage Road, Suite 110
Hampton, NJ 08827
T: 908.238.0900
F: 908.238.0901
www.maserconsulting.com

March 26, 2017

Donald Hutchins, CPWM
Acting Township Administrator
One Municipal Drive
Flemington, NJ 08822

Re: Comprehensive Farmland Preservation Plan
MC Project No. 16000595G

Dear Mr. Hutchins,

Pursuant to our prior discussions, Maser Consulting P.A. is requesting additional funding for the Farmland Preservation Plan project to incorporate additional ranking findings and comments from SADC into the Farmland Preservation document. Maser Consulting P.A. initially approached this study as a straightforward update of the Farmland Preservation Plan that had been previously prepared by the Township staff. Our original cost proposal was \$14,650.00, which was reduced to \$12,000.00 at the request of Township Officials. We have exceeded the staff hours allocated to this study because of circumstances beyond our control, including the departure of both the Township Administrator and Planner, who were our contacts at the Township for information and coordination purposes.

The Township Planner in particular was to be a conduit for all Township comments. Upon her departure, there was no established path for communications and we have had to develop interactions with other Township staff and representatives.

The added coordination and comments have extended the timeframe for the study from 120 days to 300 days and counting. This obviously has increased the labor effort required by Maser Consulting. In addition, we found that the original draft was insufficient in many areas and as a result, the update activity became an update and research/add missing information activity.

Maser Consulting P.A., therefore, requests a budget increase of \$2,650 in order to complete the Plan, which would bring the fee back to our original budget estimate.

Additionally, we note that the original proposal contract did not include any provisions for meetings. We have already agreed to attend two meetings at the municipal building. We would stipulate that those two meetings will be included in the \$2,650. However, should any additional meetings be requested beyond those two, we must consider them additional services above and beyond the terms of the original contract.



Donald Hutchins, Twp Administrator
MC Project No. 16000595G
March 26, 2017
Page 2 of 2

We look forward to working with you and your staff to complete the Plan and appreciate any consideration given to the budget issues for this project. Please feel free to contact me should you have any further questions or concerns.

Very truly yours,

Maser Consulting P.A.

A handwritten signature in black ink, appearing to read 'Daniel N. Bloch', written in a cursive style.

Daniel N. Bloch, P.P., AICP



Flemington Midget Football and Cheer

Home of the Jr. Red Devils

9 B

Mr. Bray,

We at Flemington Midget Football would like to request permission from the Township Committee to install a sprinkler system at our field at 154-B Route 31 N, Flemington, NJ 08822.

Regards,



Jason E Hart
President FMF
C- 732-236-0132

COUNTY OF HUNTERDON, NEW JERSEY

ORDINANCE #17-07

CALENDAR YEAR 2017

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to .5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Committee of the Township of Raritan in the County of Hunterdon finds it advisable and necessary to increase its CY 2017 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township Committee hereby determines that a 3% increase in the budget for said year, amounting to \$435,734 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Township Committee hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Committee of the Township of Raritan in the County of Hunterdon, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2017 budget year, the final appropriations of the Township of Raritan shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$508,356, and that the CY 2017 municipal budget for the Township of Raritan be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

NOTICE OF PENDING ORDINANCE

PLEASE TAKE NOTICE that the foregoing ordinance was adopted on first consideration by the Township Committee of the Township of Raritan at a meeting held on March 21, 2017 and the same was then ordered to be published according to law with a public hearing and a vote scheduled for the meeting of April 4, 2017 beginning at 7:00 p.m. at the Municipal Building, One Municipal Drive, Raritan Township (Flemington), N.J. at which time all interested persons will be heard.

William Bray
Acting Township Clerk

HUNTERDON COUNTY, NEW JERSEY

ORDINANCE#17-08

AN ORDINANCE OF THE TOWNSHIP OF RARITAN, COUNTY OF HUNTERDON, NEW JERSEY, AMENDING TITLE 3 ENTITLED "REVENUE AND FINANCE" OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF RARITAN TO INCLUDE CERTAIN FEE EXEMPTIONS FOR VETERANS.

BE IT ORDAINED, by the Township Committee of the Township of Raritan, in the County of Hunterdon and State of New Jersey as follows:

Section 1 Chapter 3.16 entitled "Fee Exemptions for Active Police, Fire and Rescue Members" of Title 3 entitled "Revenue and Finance" of *The Revised General Ordinances of the Township of Raritan* is hereby amended to read as follows:

CHAPTER 3.16 FEE EXEMPTIONS FOR ACTIVE POLICE, FIRE AND RESCUE MEMBERS, AND VETERANS

3.16.010 Intent.

A resident of Raritan Township who is (i) an active voluntary member and is in the Raritan Township Fire Company, the Flemington-Raritan First Aid and Rescue Squad, or the Flemington Borough Fire Department, [and a resident of Raritan Township who is] or (ii) a member of the Raritan Township Police Department, or (iii) a United States veteran as defined by this Section shall be exempt from the fees set forth in Section 3.999.010 with the following exceptions: any fee that is collected and paid to the State of New Jersey, Hunterdon County or any other governmental entity that is not the Township of Raritan; construction code fees; public record request fees; returned check fees; soil log testing fees; [and] subdivision fees; site plan fees and escrow fees for professional services. An active voluntary member means a person who has been so designated by the governing body of the emergency service organization and who is faithfully and actually performing volunteer service in that organization.

For purposes of this Section, a United States veteran shall be defined as follows:

1. A person currently serving in the United States Army, Navy, Air Force, Marines or Coast Guard, or their reserve components, or the Army National Guard or the Air National Guard; or

2. A person having served in the United States Army, Navy, Air Force, Marines or Coast Guard for a minimum of four (4) years and having received a general discharge or higher;

or

3. A person having served in any combination of United States Army, Navy, Air Force, Marines or Coast Guard, or their reserve components, or the Army National Guard or the Air National Guard for a minimum of six (6) years and having received a general discharge or higher.

Section 2. If any section or provision of this Ordinance shall be held invalid in any court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 3. The Ordinance shall take effect upon its adoption, passage and publication according to law.

Note to Codifier: language in brackets [] is to be deleted from the original text. Underlined language is new language to the original text.

**TOWNSHIP COMMITTEE OF THE
ATTEST:**

TOWNSHIP OF RARITAN

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

NOTICE OF PENDING ORDINANCE

PLEASE TAKE NOTICE that the foregoing ordinance was adopted on first consideration by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017 and the same was then ordered to be published according to law with a public hearing and a vote scheduled for the meeting of May 2, 2017 beginning at 7:00 p.m. at the Municipal Building, One Municipal Drive, Raritan Township (Flemington), N.J. at which time all interested persons will be heard.

William Bray
Acting Township Clerk

William Bray

From: Robert Geremia <rgeremia1@gmail.com>
Sent: Monday, March 27, 2017 11:35 AM
To: William Bray
Subject: Sewer Authority Position Raritan Township
Attachments: My Updated 2017 Resume (2).doc

11 A

Dear Mr. Bray,

I have attached for your consideration my resume, seeking a position with the Raritan Township Sewer Authority.

This possible position was brought to my attention by Mr. Peter Kinsella of Raritan Township and I noted to him that I was very interested in working with the Sewer Authority of Raritan Township. I have been a resident of Raritan Township for over 39 years and I am always interested in what's best for our community.

Thank You

Robert F Geremia

2 Greenwood Place

Flemington, NJ 08822

Name:	Robert F. Geremia
Title:	Director, Federal Construction, Eastern Region
Project Assignment:	Project Manager/Eastern Region Director
Name of Firm:	gkkworks (formerly Syska Hennessy Group Construction, Inc.)
Years of Experience with this Firm:	18
Years with Other Firms:	32
Education:	New Jersey Institute of Technology, Newark School of Engineering, Middlesex Vocational School
Active Registrations / Certifications Associations:	COE CQM Training OSHA 10-Hour Construction Safety ASHE Healthcare Construction Certificate (dated December 2009)
Contact Information:	Rgeremia1@gmail.com Cell # 908 200 1103

Relevant Experience & Qualifications:

Although I am currently retired, I have over 51 years of experience in the design and construction industries and have spent the last 18 years of working, overseeing many of gkkworks/Syska's turnkey construction projects. My background includes program management, design and construction management for new renovations and interiors of medical/military, industrial, and commercial projects. Some of my responsibilities included bid solicitation and follow through, invoicing, scheduling, monitoring contractor efforts, acting as a liaison between the owner and contractors, and managing all quality control efforts throughout the duration of a project. My greatest strength lies in my ability to communicate effectively with both clients and contractors. Using these communication skills effectively, I have provided the Corps of Engineers and many other clients with "the best cost solution with no surprises." Examples of my past large design/build programs and individual project experience are noted in my company's resume that follows:

- U.S. Army Corps of Engineers, Mobile District. Since the inception of gkkworks/Syska's current Mobile RRMCI IDIQ contract, Mr. Geremia's role has been Lead Project Manager, with responsibilities in all task orders from the inception of the task order proposal phase through the completion of any awarded task orders. Mr. Geremia has also served as Deputy Program Manager in support of gkkworks/Syska's Program Manager, Mr. Line, including participation in strategic planning, and developing documents and procedures for deliverables for three consecutive RRMCI Program contracts. He oversees the site specific safety and quality control programs for all task orders, demonstrating Mr. Geremia's hands-on involvement.
- U.S. Army Corps of Engineers, Huntsville District. As the Eastern Regional Project Manager under the Huntsville District MRR Contract, Mr. Geremia has had responsibility for oversight of all regional task order activities beginning with the initial site surveys and work plan assembly, as well as scheduling, solicitations/subcontractor award and management throughout the repair and renewal phase including final close-out document preparation, record drawings, and O&M assembly. All field superintendents and field PMs report directly to Mr. Geremia. He communicates daily with gkkworks/Syska personnel to keep abreast of the status of all task orders in order to provide any needed direction. This accessibility to both the Syska field staff, as well as the stakeholders, allows for quick resolution of issues and avoidance of any unnecessary delays in the successful delivery of the task orders. Mr. Geremia also functions as assistant to the lead Program Manager, Mr. Line. Mr. Geremia has full authority regarding any contractual obligations between gkkworks/Syska and the client and has represented Syska at all major contractor/client negotiations.
- Repair Acute Care Clinic Areas, Guthrie Ambulatory Health Care Clinic, Fort Drum, NY. Project manager for this large renovation project. At the time of the site survey, Syska conducted an interview with the stakeholders involved with the Acute Clinic area and developed a sequencing plan for the renovation efforts and coordination. Because the largest area affected would be the new nursing station and waiting area, Syska recommended that this be the initial area to be renovated. Most work was done during off hours between 9:00 PM to 9:00 AM so as to minimize any interruption of on-going services in the clinic. Because this area was occupied during construction, some consolidation of the staffing was anticipated, to gain as much of an area as possible for renovations. (This was similar to previous work at Fort Drum during renovations associated with the Miscellaneous Small Buildings Renovation Task Order 0017 where Syska also completed renovations to the satisfaction of all of the stakeholders.) Areas to be renovated were completely sealed off, including HVAC ductwork, and, prior to the start of renovations, the intended renovation area was inspected by Fort Drum's Infection Control Officer to ensure that negative air equipment was in place and operating. The area was completely gutted, and all required patching of the floors was done. The new studding and partition work, ceilings, lighting, data and electrical services, HVAC renovations, interior finishes, and flooring were all completed, as well as the cabinetry, doors, and hardware. New flooring and base were installed, and renovations to the bathroom areas were

accomplished to allow one existing bathroom to remain in service at all times. All work was completed on schedule and within budget under Mr. Geremia's direction.

- Miscellaneous Small Building Renovations, Guthrie Ambulatory Health Care Clinic, Fort Drum, NY. This project was completed under Syska's Repair & Renewal Contract # W91278-05-D-0011, Task order #0017, with the USACE's Mobile District. Mr. Geremia served as the Project Manager for this \$570,000 project that involved design and construction services for multiple projects that were completed simultaneously. Work was completed in four phases: (1) a study of the existing utilities; (2) preparation of a "mini work plan" and the construction of access/egress passageways prior to other construction work; (3) renovation construction of the various spaces; and (4) our own inspection of all project activities prior to the site QA inspection. Work started on 11.3.05 and was complete by 1.13.07, on time and budget under Mr. Geremia's management.
- Nutrition Center Upgrade, U.S. Army Corps of Engineers Walter Reed Army Medical Center, Washington, DC. Project Manager for the renovation and upgrade of a 10,000 SF, 30-year-old nutrition center. This was an \$8.1 million, four-phase project in a facility that operated round-the-clock and was required to remain operational during construction. The scope of work included upgrading the mechanical and electrical system, interior structure renovations, replacing kitchen equipment, and demolition of existing space and equipment. The project was successfully completed November of 2003.
- Emergency Generator Replacement, U.S. Army Corps of Engineers Walter Reed Army Medical Center, Washington, DC. Project Manager for this \$8.1 million design/build project to provide reliable, back-up power to the hospital. A new enclosure with associated infrastructure was built and new backup generators (six 1,500 kW) were installed and connected. The hospital required that they have zero vulnerability; therefore, work had to be scheduled so that back-up power was available at all times. The project was successfully completed November of 2004.
- U.S. Army Corps of Engineers Keesler AFB Hospital Obstetrics Renovation/Remodel, Biloxi, MS. Project Manager for this \$8.9 million renovation project involving four out of five floors of the Keesler Medical Center. The renovation of approximately 50,000 SF of space included patient rooms, bathrooms, office spaces, isolation rooms, corridors, and utility rooms, and involved upgrades and renovations to mechanical and electrical systems, fire protection systems, as well as nurse call, infant abduction and telecommunications systems, plumbing, asbestos abatement, and air monitoring. The medical center maintains a staff of nearly 2,000 people and remained in full and continuous operation during this phased construction program.
- Air Handling Unit Replacement, U.S. Army Corps of Engineers, Laughlin AFB, Del Rio, TX. As the Project Manager for this \$1.4 million project, Mr. Geremia was responsible for the removal of the existing constant volume AHUs and replacement with new variable air volume units.
- Fire Protection Retrofit and Air Handling and Induction Unit Replacement, U.S. Army Corps of Engineers, Sheppard AFB, TX. As the Project Manager for this \$5.6 million project, Mr. Geremia was responsible for life safety upgrades, installation of a new fire alarm system, and building utilities as-built documentation. The project included the installation of new building fire sprinkler systems for multiple floors and the replacement and modernization of two elevators for the hospital.
- Repair and Renewal of Fire Alarm System and Air Handling Units, U.S. Army Corps of Engineers, Keesler Medical Center - Keesler AFB, Biloxi, MS. As the Project Manager for the \$4.7 million medical center project, Mr. Geremia was responsible for the upgrade and replacement of six air handling systems and fire alarm system, valued at \$1.7 million, as well as life safety code upgrades. Many phases of these projects were completed with no shutdown of operations within the critical areas of the hospital.
- Repair and Renewal of Chiller and Boiler Systems, U. S. Army Corps of Engineers, Altus AFB, Altus, OK. As Project Manager, Mr. Geremia was responsible for installation of fire sprinklers within hazardous areas of the hospital not currently protected. The project included installation of smoke and fire dampers in ductwork, which penetrated the required smoke and fire partitions. Mr. Geremia handled the bidding, award, and monitoring of subcontractors, scheduling, and budget control.
- Repair and Renewal of Dormitories, U.S. Army Corps of Engineers, McGuire Air Force Base, NJ. As the Project Manager for this \$4 million project, he was responsible for managing the renovation of the cooking and dining facilities. He scheduled the project in eight phases, since the facility needed to remain occupied during renovation.



UNIONVILLE

★ VINEYARDS ★

The Honorable Karen Gilbert
Mayor of Raritan Township, NJ
1 Municipal Drive
Flemington, NJ 08822

Re: Unionville Vineyards, LLC

Dear Mayor Gilbert:

The Division of Alcoholic Beverage Control recently received an application for a new Winery Outlet/Salesroom which was filed by Unionville Vineyards, LLC. The applicant is a winery licensee presently authorized to produce wines at a winery located in Ringoes, New Jersey. The application requests that this new Outlet/Salesroom be sited at ShopRite of Flemington at 272 Route 202 & 31, Flemington, NJ 08822.

This license, issued pursuant to N.J.S.A. 33:1-10.2(a), would authorize Unionville Vineyards, LLC to offer samples for on premises consumption and to sell their products in original packages at retail to consumers for off premises consumption.

The licensee's hours of operation would be restricted to the legal hours of sale established by Raritan Township ordinance.

I am providing you with this notice to ensure your awareness of this request for a State-issued license to operate within the municipal limits of Raritan Township. The Division welcomes your written comments or observations on this matter.

If you have any questions, please contact Acting Director Jonathan A. Orsen at (609)984-3230.

Very truly yours,

John Cifelli, General Manager

On Behalf of Jonathan A. Orsen, Acting Director

★ UNIONVILLE VINEYARDS ★

9 ROCKTOWN ROAD RINGOES, NEW JERSEY 08551 908.788.0400 fax 908.806.4692
www.unionvillevineyards.com



UNIONVILLE
* VINEYARDS *

Cc:

Glen Tabasko, Chief of Police
2 Municipal Drive
Flemington, NJ 08822

Bill Bray, Township Clerk
1 Municipal Drive
Flemington, NJ 08822

ABC Licensing
P.O. Box 087
Trenton, NJ 08625

* UNIONVILLE VINEYARDS *

9 ROCKTOWN ROAD RINGOES, NEW JERSEY 08551 908.788.0400 fax 908.806.4692
www.unionvillevineyards.com

William Bray

From: Kevin S. Watsey <Kevin.Watsey@amwater.com>
Sent: Wednesday, March 29, 2017 9:36 AM
Subject: NJ American Water Flushing Schedule

11 C

This spring and into the summer months, New Jersey American Water will perform its annual cleaning of the water distribution system to help ensure that customers continue to receive high-quality, reliable water service. Starting the week of March 20, New Jersey American Water will begin annual maintenance to flush out harmless mineral deposits that may have built up in the pipe's inner walls.

Flushing the water mains involves loosening sediment by pumping a high velocity of water into the pipes then out through open fire hydrants. The service areas that will be impacted and dates when flushing begins are posted at www.newjerseyamwater.com, under Alerts.

While water mains are being cleaned, it is common for customers to notice short periods of low water pressure or discolored water. If customers experience temporary water discoloration, New Jersey American Water recommends running the water until it is clear. The following steps are also encouraged:

- Draw water for cooking prior to the flushing period
- Store a large bottle of water in the refrigerator for drinking
- Check for discolored water before using the washing machine or dishwasher
- If water pressure or water volume seems low after flushing has been completed, check faucet screens for trapped particles.

In addition to [viewing the schedule](#) on the company's website, customers also have the option to be updated on the local flushing schedule via phone call, text or email by enrolling in New Jersey American Water's CodeRED customer notification system at <https://wss.amwater.com/selfservice-web/login.do>.

If your town is not on the list, please keep checking as the list is continually updated.

Kevin Watsey
Government Affairs Manager
New Jersey American Water
1025 Laurel Oak Rd
Voorhees, NJ 08043
Phone: 856-782-2373
Fax: 856-782-2490

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www.amwater.com

Hunterdon County Agriculture Development Board

Hunterdon County Administration Building #1

Route 12 County Complex

PO Box 2900

Flemington, New Jersey 08822-2900

11 D

March 24, 2017

Dear Hunterdon County Agriculture Community Representatives,

Disseminating information to Hunterdon County's agriculture community remains a top priority for the County Agricultural Development Board and its staff; however, the list of recipients for CADB monthly meeting packets continues to increase. While we view this growth as a great opportunity to keep partners informed and engaged, careful consideration from our office has determined that monthly materials will **no longer be sent by mail**. Instead, this information will be distributed digitally via monthly emails and made available for view/download on our website, (<http://www.co.hunterdon.nj.us/cadb.htm>). We believe the benefits of a digital network are many and will facilitate timelier access to materials, allot even more time during comment periods, and convey news and updates in real-time, just to name a few.

In light of this change, we ask each municipality, organization, or community member to fill out the attached form and email it to SPena@co.hunterdon.nj.us at your earliest convenience to ensure no lapse in CADB monthly information. Please note that a failure to respond will result in the removal of any email addresses we have as part of our current distribution list, as we will assume the email is inactive or that you no longer wish to receive these materials.

Hard copies of this letter will be sent via mailing address, and to any email addresses we have on file to ensure all those currently receiving packets will be informed of the change. Additionally, sign in sheets will be available at all future CADB meetings to add your name to our digital distribution list at a later time.

As with all changes, there is an acclimation period, and we appreciate your cooperation as we make this adjustment together. In cases where there is no email address, requests can be made each month for a paper copy of the agenda to be sent by U.S. mail. Paper copies of other agenda materials will be made available with advanced notice for pick-up at the monthly CADB meetings.

Thank you again for your cooperation and patience as we transition into a digital means of information distribution. We thank you for your continued commitment to agriculture in Hunterdon County.

Respectfully,

Melanie J Mason

Melanie J Mason
Hunterdon County CADB Staff



Telephone: (908) 788-1490 / Telecopier: (908) 788-1662
<http://www.co.hunterdon.nj.us/cadb.html>

Hunterdon County Agriculture Development Board

Hunterdon County Administration Building #1

Route 12 County Complex

PO Box 2900

Flemington, New Jersey 08822-2900

Dear Mrs. Pena,

In response to the letter dated March 27, 2017 regarding electronic delivery of Hunterdon's CADB agenda please add the below individuals to the updated distribution list.

Name	Email	Organization	Title

Name

Date

Please send to: Spena@co.hunterdon.nj.us



Telephone: (908) 788-1490 / Telecopier: (908) 788-1662
<http://www.co.hunterdon.nj.us/cadb.html>

FLEMINGTON-RARITAN REGIONAL BOARD OF EDUCATION
REGULAR MEETING
March 13, 2017
MINUTES

The Regular Meeting of the Flemington-Raritan Regional Board of Education was called to order in conformance with the "Sunshine Law" by the Board President at 7:10 p.m. in Room B132 at the J.P. Case Middle School.

Members Present

Jessica Abbott	Laurie Markowski
Tim Bart	Michael Stager
Sandra Borucki	Christopher Walker
Dennis Copeland	Anna Fallon
Marianne Kenny	

BOARD RECOGNITIONS

The Board of Education recognized the 2017 Educators of the Year -- On behalf of the Board of Education and the entire district, we were proud to announce, acknowledge and congratulate the Flemington-Raritan Regional School District's Educators of the Year! Their hard work, dedication and contributions have helped our students grow, learn and achieve. It is because of outstanding staff members like them that our district continues to provide all students with an excellent education and the foundation they need to succeed in the future. Congratulations was given to each of them. The Board and District are so proud of you! When their name was called, they received a certificate of recognition.

Barley Sheaf School

Teacher – Jennifer McCormack, Grade 4
Educational Services Professional – JenniLee Pierson, Reading Recovery

Copper Hill School

Teacher – Jake Schuddeboom, Grade 4
Educational Services Professional – Melanie Rosengarden, School Nurse

Francis A. Desmares School

Teacher – Barbara Stewart, Grade 3
Educational Services Professional – Meredith Weil, Media Specialist

Robert Hunter School

Teacher – Barbara Clark, Grade 3
Educational Services Professional – Megan McPeck, Reading Recovery & Literacy Support

Reading-Fleming Intermediate School

Teacher – Anabela Tavares, Grade 5
Educational Services Professional – Christine Reed, Media Specialist

J.P. Case Middle School

Teacher – Jaclyn Schorr, Grade 7 Language Arts/Special Education
Educational Services Professional – Joanne Hoffmann, Speech Language Specialist

SUPERINTENDENTS REPORT

Mr. Bart, Dr. Copeland & Ms. Fallon gave an update on Board Goals. Mr. Bart noted he was working on the communication goal and explained the work he was doing on the website. Dr. Copeland gave an update on the Strategic Planning timeline he and Ms. Gwen Thornton have developed commencing in August through December. Ms. Fallon provided a brief update on the negotiations meeting dates with the FREA and the FRAA. Dr. Caulfield gave a brief outline of the progress of the merit goals. She discussed the progress with updating regulations, improving communication with parents, administrative professional development and the examination of RTI. Dr. Caulfield then reviewed the progress of the four district goals. The evolution of major initiatives, staff evaluation, a climate survey and a plan to improve special education was all discussed.

CITIZENS ADDRESS THE BOARD

Ms. Fallon asked that questions for this Citizens Address the Board be related to agenda items.

Marie Corfield, Teacher, expressed disappointment that curriculum is on the agenda before going to the Council of Instruction. Dr. Caulfield explained the short fall of administration and that she has been working on it personally. She stated that timelines are tight and she is very concerned to get curriculum in place for next year. She asked Ms. Vala and Ms. DiBetta to understand the need to circumvent the process. Dr. Caulfield begged permission to get moving. She stated it was not her intent to disrespect the past process.

On the motion of Ms. Borucki, seconded by Mr. Stager, minutes of the Executive Session on February 27, 2017* were approved viva voce.

***Ms. Markowski, Mr. Bart & Dr. Copeland abstained.**

On the motion of Ms. Abbott, seconded by Mr. Stager, minutes of the Regular Meeting on February 27, 2017* were approved viva voce.

***Ms. Markowski, Mr. Bart & Dr. Copeland abstained.**

PERSONNEL

The next meeting will be March 23, 2017.

THE SUPERINTENDENT OF SCHOOLS RECOMMENDS THE FOLLOWING RESOLUTIONS FOR APPROVAL:

All Personnel items were approved under one motion made by Mr. Stager, seconded by Mr. Bart.

Certified Staff – Appointments, Resignations & Leaves of Absence

1. Approval was given to employ the following staff member for the 2016-2017 school year. Fingerprints and health exam required.*

Item	Last Name	First Name	Position/Location	Effective Date	Salary/Degree/Step	Certification/College
1.	Perkins	Madison	Grade 5 In-class and Pull-out Resource Teacher/ RFIS	March 14, 2017	\$50,860 prorated/ BA/Step 1	Teacher of Students with Disabilities(CE)/ Elementary School Teacher Grades K-6(CE)/ Pennsylvania State University

***Mr. Walker abstained.**

2. Approval was given to amend the February 13, 2017 motion*:

to employ the following staff member for the 2016-2017 school year. Fingerprints and health exam required.

Item	Last Name	First Name	Position/Location	Effective Date	Salary/Degree	Certification/College
1.	Braynor	Jessica	10-Month Vice Principal/RH	No later than May 16, 2017	\$77,083.33 prorated/MA	CE Principal/ Drexel University

to read:

Item	Last Name	First Name	Position/Location	Effective Date	Salary/Degree	Certification/College
1.	Braynor	Jessica	10-Month Vice Principal/RH	March 17, 2017	\$77,083.33 prorated/MA	CE Principal/ Drexel University

***Ms. Borucki abstained.**

3. Approval was given to amend the January 30, 2017 motion*:

to employ Kelliann TenKate as Supervisor of Special Services, effective no later than March 25, 2017. Salary to be \$112,138.57, prorated.

to read:

to employ Kelliann TenKate as Supervisor of Special Education, effective March 22, 2017. Salary to be \$112,138.57, prorated.

***Ms. Borucki abstained & Mr. Walker voted no.**

4. Approval was given to amend the November 28, 2017 motion*:

for the following staff member to take a maternity leave as follows:

Item	Last Name	First Name	Loc.	Position	Leave	Anticipated Date(s)
1.	Veneziano	Kimberly	CH	Resource Center	Disability Leave	February 6, 2017-March 21, 2017
					FMLA/NJ Paid	March 22, 2017-June 9, 2017
					Unpaid Leave	June 12, 2017-June 30, 2017

to read:

Item	Last Name	First Name	Loc.	Position	Leave	Anticipated Date(s)
1.	Veneziano	Kimberly	CH	Resource Center	Disability Leave	February 6, 2017-March 28, 2017
					FMLA/Unpaid	March 29, 2017-June 23, 2017
					Unpaid Leave	June 24, 2017-June 30, 2017

**Dates changed due to birth of baby*

***Mr. Walker abstained.**

5. Approval was given to designate Erin McNamara, Reading Recovery Teacher at Copper Hill School, as a District-Wide Reading Recovery Teacher, effective March 14, 2017 for the 2016-2017 school year.*
***Mr. Walker abstained.**

6. Approval was given for the following staff member to take a paid maternity leave of absence as follows:*

Item	Last Name	First Name	Loc.	Position	Type of Leave	Anticipated Dates
1.	Alberalla	Jami	RFIS	Resource Center	Disability Leave	May 30, 2017-June 30, 2017

***Mr. Walker abstained.**

Non-Certified Staff – Appointments, Resignations & Leaves of Absence

7. Approval was given to employ the following coaches during the 2016-2017 school year. Fingerprints and health exam required.

Item	Last Name	First Name	Loc.	Purpose	Max. # of Hours	Rate/Stipend
1.	Chung	Spencer	JPC	Coach-Varsity Boys Lacrosse	132	\$30.62/hr.
2.	Procopio	Matthew	JPC	Coach-JV Boys Lacrosse	132	\$30.62/hr.

All Staff – Additional Compensation

8. Approval was given to employ the following staff members for additional compensation to administer the PARCC assessment for the following students on home instruction during the 2016-2017 as follows:*

Item	Last Name	First Name	Loc.	Student ID #	Max. # of Hours	Rate/Stipend
1.	Pirog	Michelle	JPC	#9299399605	12	\$30.62/hr.
2.	Plichta	David	JPC	#2353951422	12	\$30.62/hr.
3.	Finch	Katherine	RFIS	#2990974002	15	\$30.62/hr.
4.	Baills	Colette	JPC	#3219799482	12	\$30.62/hr.

***Mr. Walker abstained.**

9. Approval was given to employ the following staff members for additional compensation during the 2016-2017 school year, as follows:*

Item	Last Name	First Name	Loc.	Purpose	Max. # of Hours	Rate/Stipend
1.	Thompson	Carla	FAD	Next Generation Science Standards Grade K-4 Workshop Facilitator	1	\$33.78/hr.
2.	Rieg	Lisa	FAD	Next Generation Science Standards Grade K-4 Workshop Facilitator	1	\$33.78/hr.
3.	DeGenova	Sherrill	CH	CPR/AED-ERT	3	\$33.78/hr.
4.	Shein	Morgan	BS	CPR/AED-ERT	3	\$33.78/hr.

***Mr. Walker abstained.**

2. Approval was given to employ the following staff members, or their alternates, for additional compensation during the 2016-2017 school year. If alternates are necessary, their employment will be confirmed as replacements at no additional cost.*

Item	Last Name	First Name	Loc.	Purpose	Max. # of Hours	Rate
1.	Jones	Robert	RFIS	Social Studies (6-8) Curriculum Revisions to Align with TCI Materials	60 shared hrs.	\$33.78/hr.
2.	Custy	Mary Jane	BS	Kindergarten ESI-R Administration	57 shared hrs.	Hourly
3.	Davis	Lisa	BS	Kindergarten ESI-R Administration		Hourly
4.	Hamlin	Dayna	BS	Kindergarten ESI-R Administration		Hourly
5.	Groegler-Pierson	JenniLee	BS	Kindergarten ESI-R Administration		Hourly
6.	McDougald	Anne	BS	Kindergarten ESI-R Administration		Hourly
7.	Mikalsen	Kathleen	BS	Kindergarten ESI-R Administration		Hourly
8.	Rowe	Kari	BS	Kindergarten ESI-R Administration		Hourly
9.	Degenova	Sherill	CH	Kindergarten ESI-R Administration		45 shared hrs.
10.	Goodfellow	Ellen	CH	Kindergarten ESI-R Administration	Hourly	
11.	Kurylo	Patricia	CH	Kindergarten ESI-R Administration	Hourly	
12.	Licht	Ryan	CH	Kindergarten ESI-R Administration	Hourly	
13.	MacRitchie	Tracey	CH	Kindergarten ESI-R Administration	Hourly	
14.	Moore	Laurie Ann	CH	Kindergarten ESI-R Administration	Hourly	
15.	Ritter	Jamie	CH	Kindergarten ESI-R Administration	Hourly	
16.	Royer	Leslie	CH	Kindergarten ESI-R Administration	Hourly	
17.	Scherer	Lauren	CH	Kindergarten ESI-R Administration	Hourly	
18.	Teeple	Christine	CH	Kindergarten ESI-R Administration	Hourly	
19.	DeAnglis	Laurie	FAD	Kindergarten ESI-R Administration	60 shared hrs.	Hourly
20.	McGovern	Susan	FAD	Kindergarten ESI-R Administration		Hourly
21.	Minch	Pamela	FAD	Kindergarten ESI-R Administration		Hourly
22.	O'Brien	Brittany	FAD	Kindergarten ESI-R Administration		Hourly
23.	Peake	Nydia	FAD	Kindergarten ESI-R Administration		Hourly
24.	Salvato	Stacey	FAD	Kindergarten ESI-R Administration		Hourly
25.	Shirvanian	Lindsay	FAD	Kindergarten ESI-R Administration		Hourly
26.	Thompson	Carla	FAD	Kindergarten ESI-R Administration		Hourly
27.	Youberg	Louise	FAD	Kindergarten ESI-R Administration		Hourly
28.	Ewing	Colleen	RH	Kindergarten ESI-R Administration		50 shared hrs.
29.	Kline	Christine	RH	Kindergarten ESI-R Administration	Hourly	
30.	McPeek	Jessica	RH	Kindergarten ESI-R Administration	Hourly	
31.	Murray	Jaclynn	RH	Kindergarten ESI-R Administration	Hourly	
32.	Peake	Nydia	RH	Kindergarten ESI-R Administration	Hourly	
33.	Rynearson	Danielle	RH	Kindergarten ESI-R Administration	Hourly	
34.	Southard	Pamela	RH	Kindergarten ESI-R Administration	Hourly	
35.	Degenova	Sherill	CH	ESI-R Training	2.5 hrs.	
36.	Licht	Ryan	CH	ESI-R Training	2.5 hrs.	\$33.78/hr.
37.	Teeple	Christine	CH	ESI-R Training	2.5 hrs.	\$33.78/hr.
38.	O'Brien	Brittany	FAD	ESI-R Training	2.5 hrs.	\$33.78/hr.
39.	Salvato	Stacey	FAD	ESI-R Training	2.5 hrs.	\$33.78/hr.
40.	Kline	Christine	RH	ESI-R Training	2.5 hrs.	\$33.78/hr.
41.	Southard	Pamela	RH	Prepare and present ESI-R Training	5 hrs.	\$33.78/hr.
42.	Litchfield	Kristen	RFIS	Writer's Workshop – Align to Reading Workshop	120 shared hrs.	\$33.78/hr.
43.	Litchfield	Kristen	RFIS	Create End-of-Unit Assessments for Reading Workshop Units	180 shared hrs.	\$33.78/hr.
44.	Litchfield	Kristen	RFIS	Reading Workshop Curriculum Implementation Refinements	60 shared hrs.	\$33.78/hr.

*Mr. Walker voted no.

3. Approval was given of the following field trip(s) for the 2016-2017 school year.*

Item	Grade/ Group	School	Destination	Anticipated Date	Cost	Funding Source
1.	Grade 4	RH	Da Vinci Science Center, Allentown, PA	June 9, 2017	\$1,122.75	PTO

*Mr. Walker voted no.

4. Approval was given to accept the following curriculum, professional development, and/or technology-related donations for the 2016-2017 school year.*

Item	Donation	Value	Location	Funding Source
1.	Churchville Nature Center Assembly	\$540	BS	PTO
2.	Drug Awareness and Prevention Educational Classes	No cost	JPC	Hunterdon County Prosecutors Office and Hunterdon Drug Awareness Representatives
3.	Blick Art Supply Gift Card	\$275	BS	Artsonia
4.	Teen Pep Physical Education Presentation	No cost	JPC	Hunterdon Central High School Students
5.	Chair for Faculty Lounge	\$426.53	CH	PTO

*Mr. Walker voted no.

5. Approval was given of the following travel expenditures for staff members or their designated alternate to attend professional development conferences/workshops. This travel is deemed educationally necessary and fiscally prudent and all travel expenditures shall be directly related to and within the scope of the staff member's current responsibilities and professional development plans.*

Item	Last Name	First Name	Workshop/Conference	Dates	Includes (see below)	Max. Amount
1.	Rosa	Julia	NJTESOL Spring Conference, New Brunswick, NJ	May 31-June 1, 2017	R,M,O	\$430
2.	Cunniff	Susanna	NJSSNA Conference, Iselin, NJ	March 25, 2017	R,M	\$225
3.	DeLorenzo	Kristin	2017 National Core Advocates Conference, Denver, CO	May 5-7, 2017	R,M,O,F	\$510
4.	Gardner	Elizabeth	2017 National Core Advocates Conference, Denver, CO	May 5-7, 2017	R,M,O,F	\$510
5.	Lemerich	Kathryn	2017 National Core Advocates Conference, Denver, CO	May 5-7, 2017	R,M,O,F	\$510

R = Registration Fee; M = Mileage; L = Lodging; F = Food; O = Other

*Mr. Walker voted no.

6. Approval was given to purchase and install one UPS (Uninterrupted Power Supply) for each of the elementary school MDF (Main Distribution Frame) work rooms at a cost of \$93,600, work to begin in the 2017/2018 school year. The UPS will be submitted to the State as an "Other Capital" Project. The Long Range Facilities Plan will also be amended to include this project.*

*Mr. Walker voted no.

7. Approval was given for J.P. Case Middle School to apply for the following grants to cover expenses for Joseph Agabiti, Technology Education Teacher, to attend the 4th Annual Robot Academy for Educators in Albuquerque, New Mexico, as follows:*

Item	Grant Amount	Company	Expense Type
1.	\$300	Intel Corporation	Partial Registration
2.	\$800	IF, Inc.	Partial Registration, Travel & Miscellaneous

*Mr. Walker voted no.

8. Approval was given for Francis A. Desmares School to dispose of the attached list of obsolete library books and tapes that are no longer useable and are not required as a trade-in or a replacement purchase.*

*Mr. Walker voted no.

9. Approval was given of the following curriculum and materials adoption.*

Item	Program
2.	Foundations Phonics Program for Kindergarten-Grade 2
3.	Knowing Science Program for Kindergarten-Grade 5

*Mr. Walker voted no.

10. Approval was given to extend the existing Integrated Preschool Program to a full day schedule, with tuition to be \$400 per month.*

*Mr. Walker voted no.

Ms. Abbott asked about timelines for ordering materials. Dr. Caulfield answered there is a bigger concern for writing curriculum. Mr. Walker noted that he appreciates the time she put in this, but is concerned with the key Administrators not being involved. Mr. Walker asked about B1 – Tools of the Mind for preschool. He noted he sat in a long meeting and said the presenter did not go on observation. He noted teachers did not present to the Board of Education. Dr. Caulfield noted the teachers do not present to the Board of Education. Ms. Fallon noted teachers did go to the onsite visit. She further noted that teachers do not normally present to the Board of Education. There are too many curriculums to expect teachers to present. Mr. Bart noted he asked further questions and was satisfied with the answer. Ms. Fallon noted the committee minutes showed for this to be placed on the agenda.

Aye: Ms. Abbott Dr. Kenny Nay: Mr. Walker #'s 1-10 Abstain: 0
 Mr. Bart Ms. Markowski
 Ms. Borucki Mr. Stager
 Dr. Copeland Ms. Fallon

FACILITIES/OPERATIONS

The next meeting will be April 4, 2017.

The Facility/Operations item was approved under one motion made by Mr. Bart, seconded by Ms. Borucki.

1. Approval was given for the Flemington-Raritan School District to hold a surplus sale on April 25, 2017.

Aye: Ms. Abbott Ms. Markowski Nay: 0 Abstain: 0
 Mr. Bart Mr. Stager
 Ms. Borucki Mr. Walker
 Dr. Copeland Ms. Fallon
 Dr. Kenny

TRANSPORTATION

The next meeting will be May 10, 2017.

FINANCE

The next meeting will be April 19, 2017.

All Finance items were approved under one motion made by Dr. Copeland, seconded by Ms. Borucki.

1. Approval was given of the following resolution:

Resolution to adopt the tentative 2017-2018 budget

BE IT RESOLVED, that the tentative budget be approved for the 2017-2018 School Year using the 2017-2018 state aid figures and the Secretary to the Board of Education be authorized to submit the following tentative budget to the Executive County Superintendent of Schools for approval in accordance with the statutory deadline:

The proposed budget includes sufficient funds to provide curriculum and instruction which will enable all students to achieve the Core Curriculum Content Standards, and is in compliance with N.J.S.A. 18A and N.J.A.C. Title 6 and 6A.

Expenditures		Revenue	
		Fund 10	
General Current Expense	\$57,737,910	Budgeted Fund Balance	\$ 2,377,745
Capital Outlay	\$ 1,246,950	Local Tax Levy	\$50,162,125
		Includes:	
		Banked Cap	\$0
Special Revenue Fund	\$ 931,595	Misc Revenue	\$ 245,000
		SEMI	\$ 40,623
Repayment of Debt	\$ 3,195,540	State Aid	\$ 6,159,367
		Fund 20	
		Est. Special Revenue	\$ 931,595
		Fund 40	
		Budgeted Fund Balance	\$ 1,600
		Local Tax Levy	\$ 3,073,535
		Debt Service Aid	\$ 120,405
Total Expenditures	\$63,111,995	Total Revenue	\$63,111,995

And to advertise said tentative budget in the Courier News and Hunterdon County Democrat newspapers in accordance with the form suggested by the State Department of Education and according to law; and

BE IT RESOLVED, that a public hearing be held at the J.P. Case Middle School, Flemington, New Jersey on April 24, 2017 at 7:00 p.m. for the purpose of conducting a public hearing on the budget for the 2017-2018 School Year.

2. Approval was given of the following resolution:

MAXIMUM TRAVEL EXPENDITURE

- WHEREAS, Pursuant to N.J.S.A. 18A:11-12, in each pre-budget year, the Flemington-Raritan Regional Board of Education is required to establish a maximum travel expenditure amount for the budget year which may not be exceeded; and
- WHEREAS, The Board of Education has determined that the maximum travel expenditure amount includes all travel that is supported by state and local funds; and
- WHEREAS, The Board of Education has elected to exclude travel expenditures supported by federal funds from the maximum travel expenditure amount;
- WHEREAS, The Flemington-Raritan Regional Board of Education established a maximum travel expenditure amount for the 2016-2017 school year of \$110,000. To date \$37,158 has been expended from the 2016-2017 budget; be it
- RESOLVED, That the Flemington-Raritan Regional Board of Education established a maximum travel expenditure amount for the 2017-2018 school year of \$110,000.

3. Approval was given to establish the following annual maximum expenditures for regular business travel for the 2017-2018 school year pursuant to district travel policies 3440 and 4440:

Child Study Team/Reading Recovery Trainer	\$1,500 per employee
Central Administrators & Support Staff	\$ 750 per employee
All Other District Employees	\$ 750 per employee

4. Approval was given for final payment to Ameresco, Inc. for the Energy Savings Improvement Project (ESIP) in the amount of \$192,806.96.

Aye: Ms. Abbott Ms. Markowski Nay: 0 Abstain: 0
 Mr. Bart Mr. Stager
 Ms. Borucki Mr. Walker
 Dr. Copeland Ms. Fallon
 Dr. Kenny

Mr. Walker clarified that he did not mean to vote no to everything under Curriculum. He stated that he only wanted to vote no to B1 & B9 (1&2). He abstained from B2 and B4 (4). He stated he would like to correct vote for the Curriculum motions.

POLICY

The next meeting will be March 28, 2017.

Dr. Kenny noted that Dr. Caulfield has read every single policy and regulation. Dr. Kenny noted how dedicated Dr. Caulfield is.

SPECIAL SERVICES

All Special Services items were approved under one motion made by Ms. Abbott, seconded by Mr. Bart.

1. Approval was given to employ the following Teacher Assistant, contracted through the Hunterdon County Educational Services Commission, for the 2016-2017 school year as follows:

Item	Last Name	First Name	Loc.	Program	Effective Date
1.	Mast	Samantha	BS	Behavioral Disabilities Class	March 14, 2017

2. Approval was given to employ the following Transportation Aide for the 2016-2017 school year. Fingerprint and health exam required.

Item	Last Name	First Name	Loc.	Purpose	Max # of hours	Rate/Stipend	Effective Date
1.	Conover	Lisa	FAD	Transportation Aide	160	\$21.12/hr.	March 14, 2017

Aye: Ms. Abbott Ms. Markowski Nay: 0 Abstain: 0
 Mr. Bart Mr. Stager
 Ms. Borucki Mr. Walker
 Dr. Copeland Ms. Fallon
 Dr. Kenny

INFORMATION ITEMS

1. Suspensions for the month of February:

School	Infraction	# of Days
BS	Physical aggression against staff	1.5 days

MISCELLANEOUS/ACTION ITEMS

All Miscellaneous/Action items were approved under one motion made by Ms. Markowski, seconded by Ms. Stager.

1. Approval was given to accept the Harassment, Intimidation & Bullying Investigations presented on the February 27, 2017 Board Agenda, as follows:

School	Date of Incident	Report #	Classified HIB (Y/N)	Additional Action Taken
RFIS	"Over the course of the school year" Date of Initial Referral: 1/26/17	2	No	Remedial measures outlined in report

2. Approval was given to employ the following Athletic Trainer, contracted through Hunterdon Medical Center, for the 2016-2017 school years, as follows:

Item	Last Name	First Name	Loc.	Position	Effective Date
1.	Macey	Carissa	JPC	Athletic Trainer	March 15, 2017

3. Approval was given for representatives from Hunterdon Central Regional High School, which include Counselors, Advisors, Department Supervisors and Students to attend 8th Grade Presentations for the purpose of articulation on scheduling extra-curricular activities, program of study, prevention and general information in support of the matriculation process to Hunterdon Central Regional High School.*

***Mr. Walker abstained.**

4. Approval was given to rescind the February 27, 2017 motion employing Christine Torre, Consultant, for the 2016-2017 school year.
5. Approval was given to employ Marjorie Levine, Consultant, for the 2016-2017 school year, effective March 14, 2017, to conduct staff evaluations, at a cost of \$200 per evaluation. Fingerprints and health exam required.
6. Approval was given for the Board to hereby resolve with regard to the HIB matter involving student #3391561061 to affirm the administration's determination and denies parental appeal.*

***Mr. Bart, Ms. Markowski and Dr. Copeland abstained.**

7. Approval was given to employ McCrosson & Stanton, P.C. as Special Counsel to the Board, as attached.*
- *Mr. Walker abstained.**

8. Approval was given for Hunterdon Healthcare Speech and Hearing Center to conduct student evaluations at a cost not to exceed \$600 per evaluation.

Mr. Bart asked for clarification on item 8. Ms. Voorhees explained.

Aye:	Ms. Abbott	Ms. Markowski	Nay: 0	Abstain:	Mr. Bart, Ms. Markowski & Dr. Copeland #6
	Mr. Bart	Mr. Stager			Mr. Walker #'s 3 & 7
	Ms. Borucki	Mr. Walker			
	Dr. Copeland	Ms. Fallon			
	Dr. Kenny				

CORRESPONDENCE

None

OLD BUSINESS

Mr. Walker noted the website had an incorrect email address for him and apologized if he didn't answer any emails. He stated it is now correct.

NEW BUSINESS

Mr. Bart reminded everyone about the "Music in our Schools" concert at Reading-Fleming Intermediate School on March 21st. Ms. Markowski noted Shrek was excellent and family reading night was great. Dr. Caulfield also mentioned how wonderful the Senior Citizen event at J.P. Case was. Mr. Walker notified the Board that he attended the new Board Training. He noted that it was a great training.

CITIZENS ADDRESS THE BOARD

Sue Mitcheltree, resident, asked about the special council motion. Ms. Fallon explained that sometimes the Board needs an alternate attorney. Ms. Mitcheltree asked about how many evaluations are to be completed. Dr. Caulfield noted 20-25 and that the positions were advertised several times. Ms. Mitcheltree asked just for the 4 year old program and Dr. Caulfield stated yes. Ms. Mitcheltree asked about how many staff and community members will be chosen to participate in the Strategic planning. Dr. Copeland explained it will be interest based 1st, then the New Jersey School Boards Association who is the host, will choose the appropriate balance.

On the motion of Ms. Borucki, seconded by Ms. Markowski, the meeting was adjourned at 8:18 p.m. viva voce.

Respectfully Submitted,

Stephanie Voorhees
Business Administrator/Board Secretary

2017 Board Meetings

- March 27 Safety Poster Contest Winners
- April 24
- May 8 Reorganization of the District & May 30 Superintendent Evaluation
- June 12 Superintendent Evaluation Delivery & 26
- July 24
- August 21 Goal Setting Session
- September 11 & 25
- October 9 & 23
- November 13 & 27
- December 11

William Bray

From: Rosemary Bonney <Rosemary.Bonney@njoag.gov>
Sent: Wednesday, March 29, 2017 5:00 PM
To: Clerk
Subject: FW: Issuance of a new Craft Distillery License to Skunktown Distillery, LLC
Attachments: LicenseCertificate.pdf; CPL instructions updated July 2016 new.pdf

11 F

From: Rosemary Bonney
Sent: Wednesday, March 29, 2017 4:31 PM
To: 'Caine'
Cc: 'Sam A'; Cynthia Bassett; 'william.bray@raritantwpnj.org'
Subject: Issuance of a new Craft Distillery License to Skunktown Distillery, LLC

Mr. Fowler,

Attached is a certificate for a New Jersey Craft Distillery License issued to Skunktown Distillery, LLC. This license will remain in force and effect for the 2016-2017 license term and will expire on June 30, 2017.

As you are aware, prior to the sale of such products in New Jersey, each must be brand registered with this Division. Additionally, if you intend to wholesale products directly to New Jersey retail licensees, Skunktown Distillery, LLC will be required to file a Current Price List (CPL), which contains all terms of sale and prices charged for its products. The CPL filing must be made no later than the 15th day of each calendar month. All prices contained in the CPL filing will become effective on the first day of the following month and shall remain in effect for that entire month.

In addition, a New Jersey Solicitor's Permit must be completed and filed for each sales representative who may solicit sales or engage in any type of marketing activity within New Jersey. You may also apply for Transit Insignia's for your delivery vehicles on ABC's online licensing system. No representative of Skunktown Distillery, LLC may lawfully solicit sales on behalf of the company in New Jersey until they are in possession of a valid Solicitor Permit issued by this Division.

You cannot have customers consume onsite unless there has been a tour that has taken place. A tour is considered to consist of human involvement, seeing the facility, and providing educational commentary.

Our system reflects that caine@skunktowndistillery.com has registered on ABC's online licensing system.

This will allow you to print a copy of your license certificate, apply for transit insignias, solicitor permits, and to brand register new products.

I have also attached a copy of Skunktown Distillery, LLC's new license certificate. If you have any questions, please call me at 609-984-2673.

Thanks,
Rosemary Bonney
Executive Assistant
Division of Alcoholic Beverage Control
Licensing Bureau
P.O. Box 087

Trenton, NJ 08625
609-984-2673 (office)
609-292-0691 (fax)

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William Bray

From: Jeanne Clayton <jclayton625@gmail.com> 11 G
Sent: Thursday, March 30, 2017 1:36 AM
To: gilbertkrt@comcast.net; chenrrt@comcast.net; reinerl@comcast.net;
manginm@comcast.net; obrienrct@comcast.net
Cc: sollenar@comcast.net; Alan Braslow; Brian Hackett
Subject: RARITAN TOWNSHIP: WE KNOW YOU DO NOT HAVE A PET STORE IN YOUR TOWN
BUT, THIS APPLIES TO YOU.
Attachments: MODEL ORD. PDF .pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor Gilbert, Deputy Mayor Mangin, and Committee Members,

You may have heard that bill S3041/A2338, that closes loopholes in the current laws that pet stores have been exploiting, passed the NJ Senate and Assembly last week. IF signed by the Governor, it will be another step in the right direction for the humane treatment of animals in NJ.

But the state bill will not stop a pet store from opening in your town and selling puppies from large commercial puppy mill factories. The state is leaving that decision up to each municipality.

Therefore we are respectfully asking you to seriously consider an ordinance for your town.

Over the past 12 months almost 100 communities statewide have taken that step by passing a local ordinance that directly protects their community. In the new state bill, Legislators purposely left room for municipalities to pass ordinances that place additional restrictions on pet shops or pet dealers in their town.

The most important words in these ordinances are:

Section 2. Restrictions on the Sale of Animals

(1) A pet shop may offer for sale only those dogs and cats that the pet shop has obtained from or displays in cooperation with:

- (a) An animal care facility; or**
- (b) An animal rescue organization.**

(2) A pet shop shall not offer for sale a dog or cat that is younger than eight weeks old.

And the results are that NONE of these communities will ever have a puppy mill store open in their town.

Who may we speak with on your town council regarding this extremely important ordinance? We believe that once we have had the opportunity to explain the logic behind this humane, pro-consumer ordinance you will want to introduce it and pass it.

I have attached the model ordinance that we suggest you follow. Changes could result in conflicts with NJ state laws.

Thank you for your consideration,

Jeanne Clayton
NJ Residents Against Puppy Mills
609-367-4563

Alan Braslow
Dog Advocacy and Rescue
"Save Them All"
856-261-9402

On Thu, Feb 16, 2017 at 12:59 AM, Jeanne Clayton <yclayton625@gmail.com> wrote:

Dear Mayor Gelbert and Committee Members,

Whether or not you currently have a local pet store, the attached news articles illustrate the advisability of proactively passing an ordinance in order to avoid the problems faced by Springfield Township until The Puppy Barn closed it's doors on Thursday.

The store had an outbreak of parvo, a highly communicable and deadly disease on January 30th. Ultimately 1 puppy died, some are under vet care and all are in quarantine for 2 weeks. The Puppy Barn shut down while the Burlington County Health Dept. and the BCSPCA investigated. It was announced on Feb. 10 that the store was staying closed for good.

<http://www.trentonian.com/health/20170209/burlco-puppy-barn-closed-due-to-parvovirus>

There was a similar scenario in East Hanover where a Just Pups store was closed down by the East Hanover Dept. of Health on February 4th. On Thursday, Feb. 9th, all 70 puppies were removed from the store. Most of them are being treated for respiratory illnesses. Mayor Pannullo of East Hanover said, "**We are going to take steps to assure this will never happen again.**"

Stores were also closed in East Brunswick, Paramus and Emerson last year for the same violations of sick or dying puppies.

<http://www.northjersey.com/story/news/2017/02/08/last-location-troubled-just-pups-chain-closed-under-probe/97664470/>

We are asking that you join 86 other NJ municipalities and consider adopting a **simple ordinance** to prohibit the sale of commercially bred animals in pet stores that may try to open in your town. The fact is that pet stores **will not open in towns with an ordinance**.

It is time to end the sourcing of puppies from the large inhumane commercial puppy mill factories. It is the right and humane thing to do.

I have attached the model ordinance we are encouraging you to pass. **If you follow it with no changes to Section 2**, it will not conflict with any current state laws.

Feel free to contact us if you have any questions.
Thank you.

Jeanne Clayton
NJ Residents Against Puppy Mills
609-367-4563

Alan Braslow
Dog Advocacy and Rescue
"Save Them All"
856-261-9402

On Sat, Nov 5, 2016 at 4:01 PM, Jeanne Clayton <jclayton625@gmail.com> wrote:
New Jersey Residents Against Puppy Mills
Release – 11/5/2016

For Immediate

NORMAN'S LAW: A HUMANE IDEA BECOMES A MOVEMENT

80 NJ Towns Ban Puppy Mill Sales

8 Counties Inspire Local Ordinances

When Camden County Freeholder Jeffrey Nash adopted his dog **Norman** from the County Shelter, he had no idea that his new companion would come to symbolize a campaign against animal cruelty. *"As a dog owner and elected official, I wanted to ensure our neighbors have the ability to adopt healthy dogs and cats and never have to worry about where they come from or how they are raised,"* Nash reflected, as he assessed the progress of his year-old initiative to stop the sale of puppies and kittens in NJ pet shops.

Norman's Law, an ordinance developed in cooperation with the Humane Society of the United States, is now spreading throughout the state as more and more towns join the movement to close the pipeline

between pet stores and cruel, commercial puppy and kitten producers. In the year since its creation, the model ordinance has been adopted in 80 NJ municipalities.

Puppies and kittens from these puppy mill factories are shipped to pet stores around the country and sold to unsuspecting consumers at exorbitant prices. Many commercially bred animals have latent genetic abnormalities. Others develop physical and behavioral problems resulting in expensive veterinary care and heartbreak for unsuspecting buyers. Many of these poor creatures wind up in publicly subsidized shelters. Anti-Puppy Mill Ordinances encourage adoption and curtail the for profit importation of unhealthy animals into our communities.

State Legislation Pending:

Bill S63, an important revision of the New Jersey Pet Purchase Protection Act, was passed by the State Senate on June 30th. It now awaits action by the General Assembly. If this bill becomes law, it will strengthen existing protections against puppy mill sales but will not prevent current stores from buying from puppy mills. It is not intended to be a substitute for local ordinances. **It actually provides and encourages local municipalities to impose additional restrictions that ban the sale of commercially raised dogs and cats in pet stores.**

Why Adopt a Local Ordinance?

- To help end the cruelty of factory breeding, which causes puppies and kittens to be born in deplorable conditions (documented by USDA inspection reports and HSUS investigations);*
- To encourage the adoption of deserving dogs and cats from taxpayer supported shelters and lower the number of animals unnecessarily euthanized in New Jersey (which currently stands at 21,000 per year);*
- To safeguard a consumer's right to purchase a pet from a responsible breeder in a face-to-face sale where they meet the breeder and the puppy's parents;*
- To protect citizens from the heartbreak and financial hardship that can result from purchasing a sick, factory-bred puppy.*

If I can answer any questions or supply you with further information, please don't hesitate to call or email me.

Thank you for considering this ordinance. I look forward to hearing from you.

I have attached a copy of a model ordinance, an investigative report from the HSUS showing a direct link between NJ pet stores and puppy mills, and a list of towns that have passed ordinances

--
Jeanne Clayton
NJ Residents Against Puppy Mills
[609-367-4563](tel:609-367-4563)
iclayton625@gmail.com

On Tue, Sep 6, 2016 at 9:32 PM, Jeanne Clayton <jclayton625@gmail.com> wrote:

Dear Mayor and Committee Members:

You may be asking "why are we getting this letter, we don't have a pet store in our town". This is exactly why you need to read on. A **proactive approach** is the only protection you will have if a pet store wants to move into your town. Without an ordinance in place, a pet store would have every right to do so. Four towns in northern New Jersey have been pursuing legal, health, and animal cruelty avenues through the court system to remove pet stores from their towns. The amount of time, money, legal fees, and bad publicity they have endured has been a nightmare for each town.

Over 65 jurisdictions (attached list) in New Jersey have already passed an ordinance to protect their towns and to put an end to the horrific, inhumane treatment of dogs suffering in "puppy mills". A dozen more are in process, and many more are in discussion.

We have been asked, why not just leave puppy store oversight to the state and the proposed law, S63?

The answer: First, this is a proposed law and while we are optimistic, there is no guarantee it will pass the Assembly or that the Governor will sign it. **State Senator Lesniak, the sponsor of S63, has stated** that this bill is not intended to be a substitute for local ordinances. In fact, it provides for local municipalities to impose additional restrictions on pet shops, and you are encouraged to do so. For example, municipalities can enact stricter laws that ban the sale of commercially raised dogs and cats in pet stores, as is stated in the attached sample ordinance, which has been enacted in over 65 New Jersey municipalities. This will protect your community from the possibility of a store that sells puppy mill dogs opening up in your town.

What is a Puppy Mill?

Although 2.5 million healthy, adoptable, dogs are euthanized in this country every year, including 20,000 in New Jersey, commercial breeders continue to mass produce puppies and kittens in appalling conditions. The parent animals, housed in unsanitary environments, enjoy no human contact, receive no veterinary care, are never groomed. Many live entire lives in wire cages the size of a dishwasher. When they can no longer reproduce, they are discarded. Kittens and puppies from these factories are shipped to pet stores around the country and sold to unsuspecting consumers at exorbitant prices. A recent investigation of New Jersey pet stores by the Humane Society graphically illustrates the connection between pet stores and puppy mills.

The Ordinance Protects Your Citizens

The Humane Society, ASPCA, NJSPCA, Best Friends Animal Society and Friends of Animals United - NJ support legislation to stop the retail sale of puppies and kittens from these real-life houses of horror. These ordinances protect your citizens as well because commercially bred animals often have genetic abnormalities. Others have physical and behavioral problems resulting in expensive veterinary care and heartbreak for unsuspecting buyers. Many of these poor creatures wind up in shelters. Municipalities pay for these shelters with tax dollars. Consumers will retain the right to choose from a wide selection of deserving animals from shelters, rescues and responsible breeders (who never sell through pet stores).

Could a Puppy Store Open in Your town?

The owner of the pet stores that I mentioned at the beginning of this letter has publicly stated that he hopes to open more stores in New Jersey! A puppy store opened in Cherry Hill last summer.

Protesters picketed the store for months. The owner, with help from the animal community, converted to an adoption center that now sells only dogs from rescues and shelters. They have placed over 1,000 rescued puppies with loving families since last Fall. A community confronted inhumanity, worked together, and lives are being saved.

Immunize Your Community

We are asking you to join us and the other towns of our state in passing an ordinance prohibiting stores from selling puppy mill dogs and cats. Each of these towns has expressed by legislative action a public policy that condemns inhumane practices. As more and more municipalities take action, those that hesitate are at greater risk of a pet store opening in their community. Once open, such stores are difficult to regulate and even more difficult to shut down.

Adopt the Ordinance as Written

We have attached a copy of a model ordinance. If you decide to have your solicitor draft an ordinance, please share a copy with us prior to introduction. The model ordinance was created by Humane Society attorneys with extensive experience on this issue. Ordinances that followed this model have stood up to legal challenges in several states. The language in the model complies fully with existing New Jersey law. Deviating from the suggested wording may result in an ordinance that is unenforceable.

Please contact us if you need any additional information.
We look forward to hearing from you.

Sincerely,
Jeanne Clayton
New Jersey Residents Against Puppy Mills
609-367-4563

Alan Braslow
Dog Advocacy and Rescue
856-261-9402

--
Jeanne Clayton
NJ Residents Against Puppy Mills
(609) 367-4563

AN ORDINANCE OF *MUNICIPALITY* BANNING THE SALE OF DOGS AND CATS FROM
PET SHOPS

WHEREAS, a significant number of puppies and kittens sold at pet shops come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet shop dogs and cats come from puppy mills and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet shops due to both a lack of education on the issue and misleading tactics of pet shops in some cases. These health and behavioral issues, which may not present themselves until some time after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current Federal and State regulations do not adequately address the sale of puppy and kitten mill dogs and cats in pet shops; and

WHEREAS, restricting the retail sale of puppies and kittens to only those that are sourced from shelters or rescue organizations is likely to decrease the demand for puppies and kittens bred in puppy and kitten mills, and is likely to increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, according to the New Jersey Department of Health 2014 Animal Intake and Disposition Survey, due in large part to pet overpopulation, more than 20,000 dogs and cats are euthanized in New Jersey animal shelters annually, including nearly 1,500 in the County of Camden. Restricting the retail sale of puppies and kittens to only those that are sourced from animal shelters and rescue organizations will likely reduce pet overpopulation and thus the burden on such agencies and financial costs on local taxpayers; and

WHEREAS, across the country, thousands of independent pet shops as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of dogs and cats. Many of these shops collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice directly from a breed-specific rescue organization or a shelter, or from a hobby breeder where the consumer can see directly the conditions in which the dogs or cats are bred, or can confer directly with the hobby breeder concerning those conditions; and

WHEREAS, the *Municipal* Council believes it is in the best interests of this Municipality to adopt reasonable regulations to reduce costs to the Municipality and its residents, protect the citizens of the Municipality who may purchase cats or dogs from a pet shop or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in the Municipality.

Section 1. Definitions

Animal care facility means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations.

Animal rescue organization means any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of animals in permanent homes.

Cat means a member of the species of domestic cat, *Felis catus*.

Dog means a member of the species of domestic dog, *Canis familiaris*.

Offer for sale means to sell, offer for sale or adoption, advertise for the sale of, barter, auction, give away or otherwise dispose of a dog or cat.

Pet shop means a retail establishment where dogs and cats are sold, exchanged, bartered or offered for sale as pet animals to the general public at retail. Such definition shall not include an animal care facility or animal rescue organization, as defined.

Section 2. Restrictions on the Sale of Animals

- (1) A pet shop may offer for sale only those dogs and cats that the pet shop has obtained from or displays in cooperation with:
 - (a) An animal care facility; or
 - (b) An animal rescue organization.
- (2) A pet shop shall not offer for sale a dog or cat that is younger than eight weeks old.

Section 3. Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance which shall continue in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 4. Effective Date.

This ordinance shall become effective 90 days after passage.

**State of New Jersey****DEPARTMENT OF COMMUNITY AFFAIRS
LOCAL PLANNING SERVICES**

101 SOUTH BROAD STREET
PO BOX 813
TRENTON, NJ 08625-0813
(609) 292-3000
(609) 633-6056 (FAX)

CHARLES A. RICHMAN
Commissioner

SEAN THOMPSON
Director

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

March 24, 2017

To: The Honorable Mayor

Re: Planning Assistance Applications Being Accepted Now

Dear Mayor:

The Office of Local Planning Services (LPS) is currently accepting applications for planning services from municipalities. In general, LPS provides a variety of planning services, including economic development strategies, Master Plan elements, and redevelopment and downtown revitalization plans. These services helped municipalities turn ideas into plans and plans into action.

The service provided by LPS is at no-cost to municipalities. The application may be found at <http://nj.gov/dca/services/lps/gps/application.html>.

If you have any questions or require additional information, contact me at 609-292-1716 or LPSAdmin@dca.nj.gov.

Sincerely,

Sean Thompson
Director

cc: Municipal Clerk



Who We Are...

Local Planning Services.

Local Planning Services (LPS), an office within DCA, works with communities to achieve local land use and planning goals. As part of DCA's commitment to provide technical assistance to municipalities, our professional planning staff offers comprehensive planning services at no cost to local governments.

EXAMPLES OF COMPLETED LPS PROJECTS:

Bayonne City <i>8th Street Station Rehabilitation Area Plan</i>	Irvington Township <i>Transit Village Application and Streetscape Improvement Plan</i>
Jackson Township <i>Hotel Venue Development Plan</i>	Kearny Town <i>Redevelopment Area Assessment Report</i>
Lincoln Park Borough <i>Master Plan Re-Examination Report and Downtown Revitalization Action Plan</i>	Linden City <i>Social Justice Complex Redevelopment Plan</i>
Paterson City <i>Analysis of Impediments to Fair Housing Choice</i>	Perth Amboy City <i>Master Plan Recreation Element</i>

QUALIFICATION CRITERIA:

To be eligible for LPS assistance, a municipality must demonstrate one of the following:

1. Your municipality qualifies for:
Urban Aid, Transitional Aid, or NJRA Financing; or
2. Your municipality has a designated Urban Enterprise Zone, Brownfields Development Area, or Main Street New Jersey local program; or
3. Your municipality has been impacted by Superstorm Sandy or is temporarily fiscally distressed due to unexpected circumstances.



The proposed planning service/project must have a start and end date resulting in the delivery of a final product. The municipality must demonstrate that it does not have in-house planning capabilities to perform the planning service requested and may not be under contract with professional planning consultant(s) to complete this or a similar planning service/project.

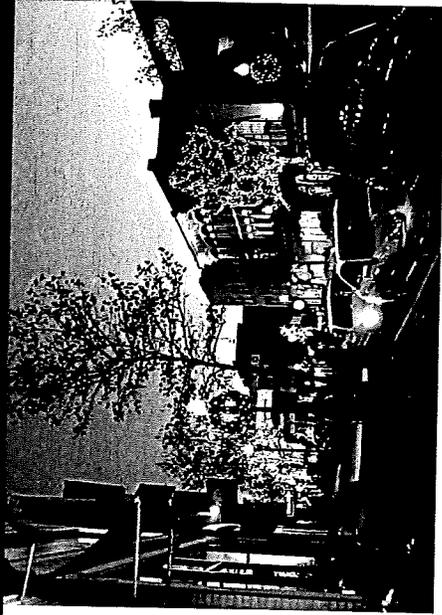
Is your master plan out of date?

Do you have a stalled redevelopment project?

Do you need help with special projects?

Do you lack resources to implement your planning goals?

Services...



LPS CAN HELP YOUR MUNICIPALITY WITH A VARIETY OF PLANNING SERVICES, SUCH AS:

Master Plans and Redevelopment Plans: Assist municipalities in the development, drafting and re-examination of Master Plans, including Master Plan Elements. Prepare plans for designated areas in need of redevelopment and rehabilitation.

Land Use and Mapping: Review existing studies and plans, analyze census and other demographic data, create GIS maps, facilitate public focus group meetings, draft land use ordinances, and propose recommendations.

Economic Development Plans: Analyze municipal demographic trends including housing conditions, characteristics of residents, neighborhood assets, property values and employment data to create a plan that promotes economic development in the municipality.

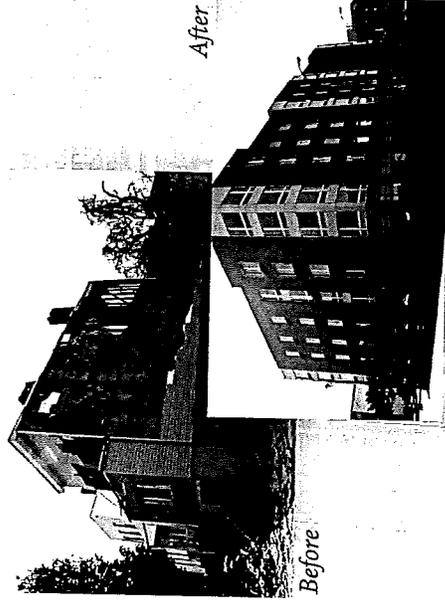
Special Municipal Projects: Provide assistance to implement special municipal projects.

Getting Started.

Please Contact Our Director to Discuss Your Planning Needs:

Sean Thompson
(609) 292-1716
Email: LPSmail@dca.nj.gov

Application forms, resources and additional information can be found on the LPS website: www.nj.gov/dca/services/lps



Before

After



State of New Jersey
Department of Community Affairs
LOCAL PLANNING SERVICES
101 South Broad Street
PO Box 813 • Trenton, N.J. 08625
PHONE: 609-292-3000
FAX: 609-633-6056

Chris Chrisite
Governor
Kim Guadagno
Lt. Governor

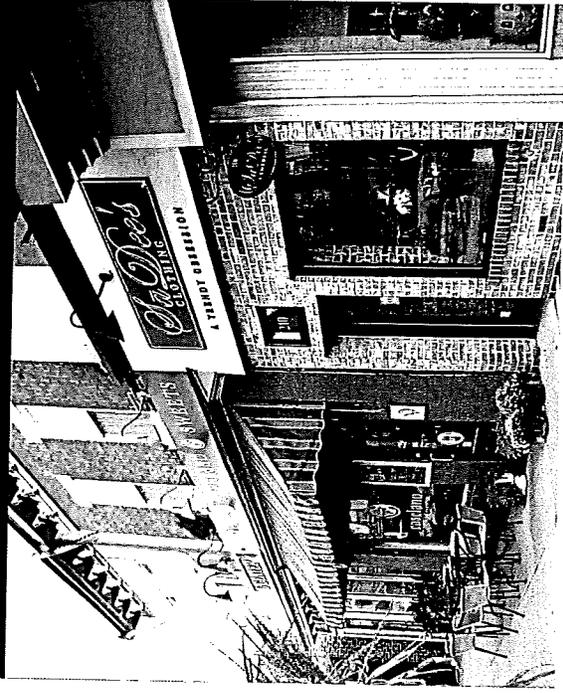
Charles A. Richman
Commissioner
Sean Thompson
Director

State of New Jersey
Department of
Community Affairs



LOCAL PLANNING SERVICES

"Turning ideas into plans
and plans into actions"



TOWNSHIP OF RARITAN
COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-90

WHEREAS, there exists a vacancy for the appointment of a Commissioner on the RTMUA (Raritan Township Municipal Utilities Authority); and

WHEREAS, the Township Committee of the Township of Raritan is desirous of filling the vacancy within the RTMUA; and

WHEREAS, the Township Committee of the Township recommended that be appointed as Commissioner of the RTMUA effective April 4, 2017 to fill an unexpired term to January 31, 2021.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Raritan that the following is hereby appointed.

*Appointed as Commissioner of the RTMUA
Effective April 4, 2017
To Fill an Unexpired Term to January 31, 2021*

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

CERTIFICATION

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, State of New Jersey, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk

TOWNSHIP OF RARITAN
COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-93

WHEREAS, DBC4 (Lenteni) has requested a refund of its Board of Adjustment Fee; and

WHEREAS, Danielle Langreder, Assistant Supervisor of Accounts, has submitted a memo dated March 22, 2017, and recommended the refund of the Board of Adjustment Fee BOA – 15-2016 in the amount of \$1,000.00.

NOW THEREFORE BE IT RESOLVED by the Mayor and Township Committee of the Township of Raritan that the Board of Adjustment Fee in the amount of \$1,000.00 paid by DBC4 (Lenteni), is hereby refunded.

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

CERTIFICATION

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, State of New Jersey, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk



Township of Raritan

Finance Department (908) 806-6100/806-3892 (fax)
1 Municipal Drive
Flemington, NJ 08822

TO: William Bray, Acting Township Clerk
FROM: Danielle Langreder, Asst. Supervisor of Accounts
DATE: March 22, 2017
RE: Resolution – Board of Adjustment Application Fee

Please be advised that the Township Engineering has given permission to release the funds for the listed project below:

Name: DBC4 aka Lenteni
BOA – 15-2016
Board of Adjustment Application Fee

AMOUNT: \$1,000.00

TOWNSHIP OF RARITAN
COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-94

WHEREAS, DBC4 (Lenteni) has requested a refund of its Developer’s Escrow;
and

WHEREAS, Danielle Langreder, Assistant Supervisor of Accounts, has submitted a memo dated March 22, 2017, and recommended the refund of the Developer’s Escrow BOA – 15-2016 in the amount of \$455.61.

NOW THEREFORE BE IT RESOLVED by the Mayor and Township Committee of the Township of Raritan that the Developer’s Escrow in the amount of \$455.61 paid by DBC4 (Lenteni), is hereby refunded.

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

CERTIFICATION

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, State of New Jersey, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk



Township of Raritan

Finance Department (908) 806-6100/806-3892 (fax)
1 Municipal Drive
Flemington, NJ 08822

TO: William Bray, Acting Township Clerk
FROM: Danielle Langreder, Asst. Supervisor of Accounts
DATE: March 22, 2017
RE: Resolution – Developers Escrow Refund

Please be advised that the Township Engineering has given permission to release the funds for the listed project below:

Name: DBC4 aka Lenteni
BOA – 15-2016
DEVELOPERS ESCROW

AMOUNT: \$455.61

COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-95**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
INTERLOCAL SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN HUNTERDON CENTRAL REGIONAL HIGH SCHOOL
BOARD OF EDUCATION AND THE TOWNSHIP OF RARITAN**

WHEREAS, N.J.S.A. 40A:65-1 et seq., authorizes a local unit to enter into a shared services agreement with another local unit to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive; and

WHEREAS, the Hunterdon Central Regional High School Board of Education ("Hunterdon Central") has determined that a full-time school resource officer would improve school safety and security and benefit the entire school community; and

WHEREAS, Hunterdon Central and the Township of Raritan have agreed it would be beneficial to have the Township of Raritan Police Department provide a full-time school resource officer to Hunterdon Central; and

WHEREAS, the Township of Raritan has agreed to provide Hunterdon Central with a full-time school resource officer from the Township of Raritan Police Department; and

WHEREAS, the Township of Raritan and Hunterdon Central desire to set forth in the attached Interlocal School Resource Officer Agreement the specific terms and conditions of the services to be performed and provided by the school resource officer at Hunterdon Central and the payment for the same; and

WHEREAS, the Township Committee has reviewed the attached Interlocal School Resource Officer Agreement and finds the terms and conditions of the Agreement to be acceptable and in furtherance of the general public health, welfare and safety of the Township of Raritan community and those attending Hunterdon Central.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Raritan, County of Hunterdon, State of New Jersey, as follows:

1. The attached Interlocal School Resource Officer Agreement is hereby ratified and approved and the Mayor, Township Administrator and Chief of Police are hereby authorized to execute the Agreement on behalf of the Township.
2. The Township Clerk is hereby directed to file a copy of the attached Interlocal School Resource Officer Agreement with the Division of Local Government Services.

3. A copy of the Interlocal School Resource Officer Agreement shall be made available in the Township Clerk's office for public inspection.
4. The Interlocal School Resource Officer Agreement shall take effect upon adoption of Resolutions by the Township of Raritan and the Hunterdon Central Regional Board of Education and execution of the Agreement by the parties.

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

CERTIFICATION

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk

HUNTERDON CENTRAL REGIONAL HIGH SCHOOL
BOARD OF EDUCATION
AND THE
TOWNSHIP OF RARITAN

INTERLOCAL SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT is made on this ____ day of _____, 20____ by and between the Hunterdon Central Regional High School Board of Education (hereinafter referred to as "Hunterdon Central"), a political subdivision of the State of New Jersey, located at 84 Route 31, Flemington, New Jersey 08822; and the Township of Raritan, a municipal corporation of the State of New Jersey, located at One Municipal Drive, Flemington, New Jersey 08822.

WITNESSETH:

WHEREAS, the Township of Raritan Police Department has provided Hunterdon Central with a school resource officer as scheduling permits, representation on the school safety team, and guidance on security matters; and,

WHEREAS, Hunterdon Central has determined that a full-time school resource officer would improve school safety and security, and benefit the entire school community; and

WHEREAS, both parties have collaboratively agreed that it would be beneficial to each to have the Township of Raritan Police Department provide Hunterdon Central with a full-time school resource officer; and,

WHEREAS, the Township of Raritan agrees to provide Hunterdon Central with a School Resource Officer (SRO) Program, managed by the Township of Raritan Police Department, and consisting of one School Resource Officer, their vehicle, supplies and equipment; and,

WHEREAS Hunterdon Central and the Township of Raritan desire to set forth in the SRO Agreement the specific terms and conditions of the services to be performed and provided by the SRO at Hunterdon Central;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

Hunterdon Central and the Township of Raritan Interlocal School Resource Officer Agreement

1.0 Goals and Objectives – It is understood and agreed that Hunterdon Central and the Township of Raritan officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program at Hunterdon Central:

- 1.1 To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;
- 1.2 To encourage the SRO to attend extra-curricular activities held at the school, such as school meetings, athletic events, and concerts;
- 1.3 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, and the illegal sale, distribution and / or use of controlled dangerous substances;
- 1.4 To report serious crimes that occur on campus and to cooperate with law enforcement officials in their investigation of crimes that occur at school;
- 1.5 To cooperate with law enforcement officials in their investigation of offenses which occur off campus.

2.0 Employment and Assignment of School Resource Officer

- 2.1 The Township of Raritan agrees to assign one School Resource Officer during the term of this agreement. The SRO shall be an employee of the Township of Raritan and shall be subject to the administration, supervision, and control of the Township of Raritan Police Department. The Police Officer assigned as the SRO shall be selected by the Chief of Police in consultation with Hunterdon Central.
- 2.2 The Township of Raritan agrees to provide and pay the SRO's salary and employee benefits in accordance with applicable salary schedules and employment practices of the Township of Raritan Police Department, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability compensation, unemployment compensation, life insurance, dental insurance, and medical insurance. The SRO shall be subject to all other personnel policies and practices of the Township of Raritan Police Department.
- 2.3 Hunterdon Central agrees to retain the SRO for each school year, and to subsidize the Township of Raritan for an appropriate share of the salary and benefits of the SRO assigned to Hunterdon Central.

Hunterdon Central and the Township of Raritan Interlocal School Resource Officer Agreement

It is specifically understood and agreed by and between the parties that Hunterdon Central reserves the right, upon due notice to all parties, to terminate this contract at the end of a school year, in the event funds are no longer available due to budget reductions.

In the event that the designated SRO is absent beyond one day, and a replacement is not assigned by the Township, the School is entitled to a per diem reimbursement or refund of the salary costs paid to the Township.

Hunterdon Central agrees to pay the Township of Raritan the following annual amounts in four quarterly payments on September 30th, December 31st, March 31st, and June 30th:

<u>School Year</u>	<u>Hunterdon Central Obligation</u>
2017-2018	\$ 86,600
2018-2019	\$ 88,330
2019-2020	\$ 90,100
2020-2021	\$ 91,900

2.4 The Township of Raritan Police Department, in its sole discretion, shall have the power and authority to hire, discharge, assign and discipline the SRO. Hunterdon Central reserves the right to request an alternate SRO from the Township of Raritan Police Department should the officer's job performance be contrary to the Township of Raritan Police Department policies and the Code of Conduct applicable to police employees. The decision to grant or deny this request shall be the responsibility of the Chief of Police after input from Hunterdon Central administration.

2.5 The SRO shall be assigned by the Township of Raritan Police Department as follows:

2.5.1 One SRO will be assigned to Hunterdon Central Regional High School, 84 Route 31, Flemington, NJ.

3.0 Duty Hours

3.1 The SRO shall be assigned during regular school days as listed in the Hunterdon Central school calendar. The SRO may be assigned at other times at the sole discretion of the Chief of Police.

Hunterdon Central and the Township of Raritan Interlocal School Resource Officer Agreement

- 3.2 The maximum hours that the SRO shall be on duty is 8 hours per work day or a total of 40 hours in a work week. Specific SRO duty hours shall be set by mutual agreement between Hunterdon Central and the Chief of Police of the Township of Raritan Police Department.
- 3.3 The SRO shall normally be on duty at Hunterdon Central Regional High School from fifteen minutes before the beginning of the student instructional day until fifteen minutes after the end of the student's school day unless modified by the mutual agreement between the Township of Raritan Police Department and Hunterdon Central. The SRO's daily work schedule will be flexible so the SRO can attend after school events or activities when required.

4.0 Basic Qualifications of a School Resource Officer (SRO) – The Raritan Township Police Department represents that the SRO assigned to Hunterdon Central shall meet all the following basic qualifications:

- 4.1 Shall be a sworn officer and have two years of law enforcement experience:
- 4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, Township ordinances, and Board of Education policies and regulations:
- 4.3 Shall possess even temperament and set a good example for students; and
- 4.4 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officer

In addition to rules and responsibilities listed in the Township of Raritan Police Department Rules and Regulations, the following shall apply:

- 5.1 To protect the lives and property of Hunterdon Central Regional High School students, staff, and visitors.
- 5.2 To enforce Federal, State, and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and administrative regulations regarding student conduct.
- 5.3 To investigate criminal activity committed on or adjacent to school property.

Hunterdon Central and the Township of Raritan Interlocal School Resource Officer Agreement

- 5.4 To counsel students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of the student.
- 5.5 To answer questions that students may have about police enforcement of New Jersey and Municipal Laws.
- 5.6 To assist other law enforcement officers with outside investigations concerning students attending Hunterdon Central Regional High School.
- 5.7 To assist with traffic control at the school.
- 5.8 Other reasonable duties as requested by the Superintendent or designee, subject to the sole discretion and approval of the Chief of Police.

6.0 Chain of Command

- 6.1 As employees of the Township of Raritan Police Department, the SRO shall follow the chain of command as set forth in the Township of Raritan Police Department Policies and Procedures Manual.
- 6.2 In the performance of their duties, the SRO shall coordinate and communicate with the Hunterdon Central Regional High School Superintendent or designee.

7.0 Training / Briefing

- 7.1 The SRO shall be required by the Township of Raritan Police Department to complete the 40-hour Basic Course for School Resource Officers and School Administrators prior to, or as soon as practical after, being assigned. The SRO will attend periodic seminars, recertification, and in-service training sessions, as directed by the Chief of Police. All efforts will be made to coordinate this training to avoid its interfering with the SRO's responsibilities at the school, and Hunterdon Central shall be provided with reasonable advanced notice of such training so it may anticipate the SRO's absence.
- 7.2 The SRO must attend periodic briefings and meetings at the Township of Raritan Police Department. All efforts will be made to coordinate these meetings to avoid interfering with the SRO's responsibilities at the school, and Hunterdon Central shall be provided with reasonable advanced notice of such meetings so it may anticipate the SRO's absence.

8.0 Dress Code - The SRO will wear the departmental uniform with an option to wear plain clothes in special situations as agreed upon by the Chief of Police and the Superintendent or designee.

9.0 Supplies and Equipment – The Township of Raritan Police Department will provide all equipment issued to the SRO as agreed to in the bargaining agreement between P.B.A. Local #337 and the Township of Raritan and its Policies and Procedures. Hunterdon Central agrees to provide a workspace for the SRO.

10.0 Transporting Students

10.1 It is agreed that the SRO shall not transport students in their vehicles except: when the students are a victim of a crime, under arrest, or some other emergency circumstances exist; and when students are suspended and sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive / disorderly and his / her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

10.2 If circumstances require that the SRO transport a student to a location other than the police station or other criminal justice facility, the school must provide a school official or employee of the same gender as the student to be transported, to accompany the SRO in the vehicle.

10.3 If the student to be transported off campus is not under arrest or a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

10.4 A student shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported. The SRO shall not transport students in personal vehicles.

10.5 The SRO will notify the Principal before removing a student from campus.

11.0 Duration of Agreement

11.1 This agreement shall be effective as of September 1, 2017 and shall continue through June 30, 2021.

Hunterdon Central and the Township of Raritan Interlocal School Resource Officer Agreement

- 11.2 This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.
- 11.3 Hunterdon Central and the Township of Raritan agree that meetings to initiate a successor agreement and modifying, amending, or altering the terms of this agreement shall commence no later than 90 days prior to the expiration of this agreement.
- 11.4 Hunterdon Central and the Township of Raritan agree that either party may choose not to enter into a successor agreement if they determine that doing so would not be in their best interests.
- 11.5 Hunterdon Central and the Township of Raritan may choose to cancel this agreement with 30 days prior written notice. This agreement may not be terminated during any school year.

12.0 Miscellaneous

12.1 Representatives of the Parties.

Township of Raritan designates the following individual as its initial representative for purposes of this agreement:

Chief Glenn S. Tabasko
Township of Raritan Police Department
2 Municipal Drive
Flemington, NJ 08822

Hunterdon Central designates the following individual as its initial representative for purposes of this agreement:

Gymlyn Corbin, Business Administrator
Hunterdon Central Regional High School
84 Route 31
Flemington NJ 08822

12.2 Change of Representatives.

Nothing in this Section shall be deemed to prevent a party from replacing such party's representative from time to time, by written notice to the other party.

12.3 Applicable Law.

Hunterdon Central and the Township of Raritan Interlocal School Resource Officer Agreement

This Agreement shall be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws) of the State of New Jersey.

12.4 No Third Party Beneficiaries.

No person or entity other than the parties shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise.

12.5 Interpretation.

This Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted in favor of any particular party. No inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion on this Agreement. Each of the parties has participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and / or such advisers as they have deemed appropriate.

12.6 Amendments and Waivers.

This Agreement may only be amended in a writing signed by the parties. Any provision of this Agreement may only be waived in a writing signed by the party against whom the waiver is to be effective.

12.7 Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original of this Agreement but all of which together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

12.8 Indemnification.

The parties shall indemnify, hold harmless and defend one another, their directors, officers, agents and employees, from and against any and all losses, claims, liability, damage, action or expense including, without limitation, attorney's fees and costs arising out of or relating to (i) any breach or default in the performance of any obligation under this Agreement and /or (ii) any negligence arising from any act or omission of their respective agents, employees, contractors, invitees, attendees, patrons, guests, or students arising under this Agreement.

Hunterdon Central and the Township of Raritan Interlocal School Resource Officer Agreement

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals below.

Approved by the Hunterdon Central Regional High School Board of Education on the ____ day of _____, 20____.

Deborah Labbadia, Board President
Hunterdon Central Regional High School

Gymlyn Corbin, Business Administrator/Board Sec'y
Hunterdon Central Regional High School

Approved by the Township of Raritan on the ____ day of _____, 20____.

Karen Gilbert, Mayor
Township of Raritan

William Bray, Township Administrator
Township of Raritan

Glenn S. Tabasko, Chief of Police
Township of Raritan

TOWNSHIP OF RARITAN
COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-96

WHEREAS, there exists a vacancy in the position of Property Maintenance Inspector within the Township of Raritan; and

WHEREAS, William S. Sidote has been recommended by the Township Administrator Donald Hutchins to fill this position.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Raritan, in the County of Hunterdon, State of New Jersey, as follows:

1. The Township Committee hereby approves of the appointment of William S. Sidote as Property Maintenance Inspector, on a part-time basis, effective on April 11, 2017.
2. On average, hours not to exceed 25 per week per calendar year.
3. Compensation to be at a rate of \$20.00 per hour.

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

CERTIFICATION

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk

COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-97

WHEREAS, Cross River Fiber, Inc., located at 461 Headquarters Plaza, Morristown, New Jersey, is authorized to provide local exchange and interexchange telecommunications services throughout the State of New Jersey pursuant to an Order issued by the New Jersey Board of Public Utilities ("NJBPU") in Docket No. TE12040297 dated June 18, 2012; and

WHEREAS, Cross River Fiber, Inc. has requested the consent of the Township of Raritan's ("Township") permission to occupy public rights-of-way within the Township for an initial term of ten (10) years with three (3) successive five (5) year terms for the purpose of constructing, installing, operating, repairing, maintaining and replacing a telecommunications system; and

WHEREAS, the granting of such consent is and shall be conditioned upon Cross River Fiber, Inc.'s continued compliance with all existing and future ordinances of the Township and its entering into the attached Agreement, which provides to inter alia, indemnify and hold the Township harmless as to all claims and liabilities resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of its telecommunications system within certain public rights-of-way and provide liability insurance coverage for personal injury and property damage.

BE IT RESOLVED by the Township Committee of the Township of Raritan, County of Hunterdon, State of New Jersey:

1. That non-exclusive consent is hereby granted to Cross River Fiber, Inc. to occupy the public rights-of-way within the Township for the purpose of construction, installation, operation, repair, maintenance and replacement of a telecommunications system for an initial term of ten (10) years.
2. The within granted permission is conditioned upon Cross River Fiber, Inc. entering into the attached Agreement with the Township, and providing liability and property damage insurance.
3. The Mayor and Township Clerk are hereby authorized to execute the attached Agreement.
4. A copy of this Resolution and the executed Agreement shall be filed in the Office of the Township Clerk.

Resolution #17-97
Page 2

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

CERTIFICATION

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk

RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated _____ (the "Effective Date"), and entered into by and between the Township of Raritan ("Township"), a New Jersey Township municipal corporation, having its address at _____ and Cross River Fiber LLC ("Cross River Fiber") with offices located at 461 Headquarters Plaza, Morristown, NJ 07960.

RECITALS

WHEREAS, Cross River Fiber was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE11050320 on July 14, 2011, Docket No. TE12040297 on June 18, 2012 and Docket No. TM14080906 and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, Pursuant to such authority granted by the New Jersey Board of Public Utilities, Cross River Fiber may locate, place, attach, install, operate and maintain facilities within Public Rights-of-Way for purposes of providing telecommunications services; and

WHEREAS, Cross River Fiber proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the Public Rights-of-Way within the Township for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system.

WHEREAS, it is in the best interests of the Township and its citizenry for the Township to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the Township for this purpose.

WHEREAS, the consent granted herein is for the non-exclusive use of the Public Rights-of-Way within the Township for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Township and Cross River Fiber hereby agree to and with each other as follows:

Section 1. Definitions.

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "Cross River Fiber" is the grantee of rights under this Use Agreement and is known as Cross River Fiber, their successors and assigns.

- c. "Township" is the grantor of rights under this Use Agreement and is known as the Township of Raritan, State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Public Rights-of-Way" means the space in, upon, above, along, across,, over, and through any public land, road, street or highway of the Township, including lands with public utility facilities as the same now or hereafter may exist, that are under the jurisdiction of the Township. This term shall not include Township, state, or federal rights-of-way or any property owned by any person or agency other than the Township, except as provided by applicable Laws or pursuant to an agreement between the Township and any such person or agency.
- f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.
- g. Equipment. "Equipment" shall mean the optical repeaters, DWDM and CWDM multiplexers, antennas, fiber optic cables, wires and related equipment, whether referred to singly or collectively, to be installed and operated by Cross River Fiber hereunder. Examples of typical Equipment types and installation configurations are shown in the drawings and photographs attached hereto as Exhibit A and incorporated herein by reference.
- h. Fee. "Fee" shall mean any assessment, license, charge, fee, imposition, tax or levy of general application to entities doing business in the Township lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).
- i. ILEC. "ILEC" means the Incumbent Local Exchange Carrier that provides basic telephone services, among other telecommunications services, to residents of the Township.
- j. Laws. "Laws" shall mean any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders or other requirements of the Township or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.
- k. Installation Date. "Installation Date" shall mean the date that the first Equipment is installed by Cross River Fiber pursuant to this Use Agreement.
- l. Public Facilities. "Public Facilities" means streetlight Poles, Decorative Streetlight Poles, lighting fixtures, electroliers or other structures located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used. IT is expressly understood by Cross River Fiber that all utility and light poles are owned by public utilities.

- m. Network. "Network" or collectively "Networks" means one or more of the neutral-host, protocol-agnostic, fiber-based optical repeater networks operated by Cross River Fiber to serve its wireless carrier customers in the Township.
- n. Services. "Services" means the RF transport and other telecommunications services provided through the Network by Cross River Fiber to its wireless carrier customers pursuant to one or more tariffs filed with and regulated by the BPU.

Section 2. Grant of Consent. The Township hereby grants Cross River Fiber its Township consent for the non-exclusive use of the Public Rights-of-Way within the Township for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

Section 3. Public Purpose. It is deemed to be in the best interests of the Township and its citizenry, particularly including commercial and industrial citizens, for the Township to grant consent to Cross River Fiber to occupy said Public Rights-of-Way within the Township for this purpose.

Section 4. Scope of Use Agreement. Any and all rights expressly granted to Cross River Fiber under this Use Agreement, which shall be exercised at Cross River Fiber's sole cost and expense, shall be subject to the prior and continuing right of the Township under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or entity, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Cross River Fiber a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the Township except that it is agreed that no zoning or planning board permit, code or law shall be required for the installation of Cross River Fiber's or planning board permit, code or law shall be required forities, unless such process has been required for the replacement of all communications facilities and equipment in the Public Way by all other telecommunications providers, including but not limited to the ILEC and local cable provider(s), and otherwise permitted by law. The Township hereby authorizes and permits Cross River Fiber to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies, or others, or to be constructed by Cross River Fiber located within the Public Rights-of-Way as may be permitted by the property owner, as the case may be.

4.1. Attachment to Public Facilities. The Township hereby authorizes and permits Cross River Fiber to enter upon the Public Way and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate and replace Equipment in or on Public Facilities for the purposes of operating the Network and providing Services. In addition, subject to the provisions of § 4.5 below, Cross River Fiber shall have the right to draw electricity for the operation of the Equipment from the power source associated with each such attachment to Public Facilities. A denial of an application for the attachment of Equipment to Public Facili-

ties shall not be based upon the size, quantity, shape, color, weight, configuration or other physical properties of Cross River Fiber's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A.

4.2 Attachment to Third Party Property. Subject to obtaining the permission of the owner(s) of the affected property, the Township hereby authorizes and permits Cross River Fiber to enter upon the Public Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace such number of Equipment in or on poles or other structures owned by public utility companies or other property owners located within the Public Way as may be permitted by the public utility company or property owner, as the case may be. Upon request, Cross River Fiber shall furnish evidence of Cross River Fiber's pole-attachment agreement made pursuant to N.J.A.C. 14:18-2.9, et seq. A denial of an application for the attachment of Equipment to third-party-owned poles or structures in the Public Way shall not be based upon the size, quantity, shape, color, weight, configuration or other physical properties of Cross River Fiber's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A. Where third-party property is not available for attachment of Equipment, Cross River Fiber may install its own utility poles in the Public Way, consistent with the requirements that the Township imposes on similar installations made by other utilities that use and occupy the Public Way, consistent with the requirements that the Township asks of other utilities pursuant to N.J.S.A. 48:3-17(a).

4.3 No Interference. Cross River Fiber, in the performance and exercise of its rights and obligations under this Use Agreement, shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television and other telecommunications, utility or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement. The Township agrees to require the inclusion of the same or a similar prohibition on interference as that stated above in all agreements and franchises the Township may enter into after the Effective Date with other information or communications providers and carriers.

Section 5. Compensation; Utility Charges. Cross River Fiber shall be solely responsible for the payment of all lawful Fees in connection with Cross River Fiber's performance under this Use Agreement, including those set forth below.

5.1 Fee. In order to compensate the Township for its reasonable fees for actual services in connection with this Agreement, Cross River Fiber shall pay to the Township a one-time administrative fee (the "Administrative Fee") in the amount of Seven Hundred Fifty (\$1000.00) Dollars upon the full and complete execution of this Agreement.

5.2 Electricity Charges. Cross River Fiber shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Equipment usage of electricity and applicable tariffs.

Section 6. Construction. Cross River Fiber shall comply with all applicable Federal, State and Township codes, specifications and requirements, if any, related to the construction, installation, operation, maintenance and control of Cross River Fiber's Equipment installed in the Public Way and on Public Facilities in the Township. Cross River Fiber shall not attach, install, maintain or operate any Equipment in or on the Public Way and/or on Public Facilities without the prior approval of the Township for each location.

6.1 Obtaining Required Permits. If the attachment, installation, operation, maintenance or location of the Equipment in the Public Way shall require any permits, including road opening permits, Cross River Fiber shall, if required under applicable Township ordinances, apply for the appropriate permits and pay any standard and customary permit fees, so long as the permit fee and process that the Township requests of Cross River Fiber are functionally equivalent to the fees and the process that are applied to the ILEC and/or the cable provider(s). In the case of Third Party attachments (to existing utility infrastructure), Cross River Fiber agrees to provide the Township with a list of proposed attachments in advance of its deployment to the Township and the Township agrees to use reasonable efforts to review and approve Cross River Fiber's list of proposed attachments to Third Party utility infrastructure within thirty (30) days of submission, and if no comment is received within thirty (30) days, the application will be presumed to be acceptable and no further action will be required prior to Cross River Fiber's installation.

6.2 Location of Equipment. The proposed locations of Cross River Fiber's planned initial installation of Equipment shall be provided to the Township promptly after Cross River Fiber's review of available street light maps (if applicable), and prior to deployment of the Equipment. Upon the completion of installation, Cross River Fiber promptly shall furnish to the Township a pole list showing the exact location of the Equipment in the Public Way.

6.3 Relocation and Displacement of Equipment. Cross River Fiber understands and acknowledges that the Township may require Cross River Fiber to relocate one or more of its Equipment installations for good cause shown. Cross River Fiber shall, at the Township's direction, relocate such Equipment at Cross River Fiber's sole cost and expense, whenever the Township reasonably, and for good cause shown, determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation or maintenance of a Township project; (b) because the Equipment is interfering with or adversely affecting proper operation of Township-owned light poles, traffic signals or other Public Facilities; or (c) to protect or preserve the public health or safety. In any such case, the Township shall use its best efforts to afford Cross River Fiber a reasonably equivalent alternate location. If Cross River Fiber shall fail to relocate any Equipment as requested by the Township within a reasonable time under the circumstances in accordance with the foregoing provision, the Township shall be entitled to relocate the Equipment at Cross River Fiber's sole cost and expense, without further notice to Cross River Fiber. To the extent the Town-

ship has actual knowledge thereof, the Township will attempt promptly to inform Cross River Fiber of the displacement or removal of any pole on which any Equipment is located.

6.4 Relocations at Cross River Fiber's Request. In the event Cross River Fiber desires to relocate any Equipment from one Municipal Facility to another, Cross River Fiber shall so advise the Township. The Township will use its best efforts to accommodate Cross River Fiber by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.

6.5 Damage to Public Way. Whenever the removal or relocation of Equipment is required or permitted under this use Agreement, and such removal or relocation shall cause the Public Way to be damaged, Cross River Fiber, at its sole cost and expense, shall promptly repair and return the public Way in which the Equipment is located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If Cross River Fiber does not repair the site as just described, then the Township shall have the option, upon fifteen (15) days prior written notice to Cross River Fiber, to perform or cause to be performed such reasonable and necessary work on behalf of Cross River Fiber and to charge Cross River Fiber for the reasonable proposed costs to be incurred or the reasonable actual costs incurred by the Township at the Township's standard rates. Upon the receipt of a demand for payment by the Township, Cross River Fiber shall promptly reimburse the Township for such reasonably incurred costs.

Section 6. Compliance with Ordinance. Cross River Fiber shall comply with all applicable existing ordinances of the Township as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law.

Section 7. Duration of Consent. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement may be renewed by Resolution of the Township Committee for three (3) consecutive terms of five (5) years each on the same term and conditions as set forth herein, unless either party notified the other of its intention not to renew not less than thirty (30) calendar days prior to commencement of the renewal term.

Section 8. Indemnification. Cross River Fiber, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Township, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Cross River Fiber actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the Township in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Cross River Fiber activities pursuant to the rights granted in this Use Agreement.

Section 8.1 Waiver of Claims. Cross River Fiber waives any and all claims, damages, causes of action and rights it may assert against the Township on account of any loss, damage or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the Township.

Section 9. LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. ALL DAMAGES ARISING FROM ANY CLAIM OR CAUSE OF ACTION SHALL BE LIMITED TO PROVEN DIRECT DAMAGES.

9.1 Limitation on Township Enforceability

The Township shall be liable only for the cost of repair to damaged equipment arising from the willful act or misconduct of the Township, its employees, agents or contractors and shall in no event be liable to indirect, special, punitive or consequential damages. Cross River Fiber likewise shall only be liable for the cost of repair to damaged equipment and for any other direct damages, and shall in no event be liable for any indirect, special, punitive or consequential damages.

Section 10. Notices. All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Cross River Fiber at:

Cross River Fiber LLC
461 Headquarters Plaza
Morristown, NJ 07960.
Attn: Robert Sokota,
Chief Administrative Officer and
General Counsel

To the [Township] at:

The Township of Raritan
Attn: Township Clerk
Township Hall
1 Municipal Drive
Raritan, New Jersey 08822

10.1 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile or overnight delivery. Either party may, from time to time, designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

Section 11. Liability Insurance. Cross River Fiber shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy amount in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Cross River Fiber shall file with the Township Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The Township shall notify Cross River Fiber within fifteen (15) days after the presentation of any claim or demand to the Township, either by suit or otherwise, made against the Township on account of any of Cross River Fiber or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

11.1. Filing of Certificates and Endorsements. Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Use Agreement, Cross River Fiber shall file with the Township the required original certificate(s) of insurance with endorsements, which shall state the following:

- a. the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- b. that the Township shall receive thirty (30) days prior notice of cancellation;
- c. that Cross River Fiber Commercial General Liability insurance policy is primary as respect to any other valid or collectible insurance that the Township may possess, including any self-insured retentions the Township may have; and any other insurance the Township does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- d. that Cross River Fiber's Commercial General Liability insurance policy waives and rights of recovery the insurance company may have against the Township.

The certificate(s) of insurance with endorsements and notices shall be mailed to the Township at the address specified in § 10 above.

11. 2. Workers' Compensation Insurance. Cross River Fiber shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million (\$1,000,000.00) Dollars, and shall furnish the Township with a certificate showing proof of such coverage.

11.3. Insurer Criteria. Any insurance provider of Cross River Fiber shall be admitted and authorized to do business in the State of New Jersey and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A" Overall and Financial Size Category of "X" (i.e., a size of \$500,000,000.00 to \$750,000,000.00 based on capital, surplus and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

11.4. Severability of Interest. Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the Township. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

Section 12. Assignment. Cross River Fiber may not assign this Use Agreement without the written consent of the Township, which consent shall not be unreasonably withheld or delayed, except that Cross River Fiber shall have the right, upon notice to the Township, to assign this Use Agreement without the Township's consent if such assignment is approved by the BPU.

Section 13. Termination. This Use Agreement may be terminated by either party upon forty-five (45) days prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or if such default is not curable within forty-five days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

Section 14. Successors and Assigns. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 16: Miscellaneous Provisions. The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.

16.1 Environmental Review. Cross River Fiber agrees to comply with any applicable rules pertaining to environmental quality review promulgated by the New Jersey Department of Environmental Protection and to submit any required environmental forms for the Township's review and approval, so long as the review that the Township requires is the same that the Township requires of all other telecommunications providers, including, but not limited to the ILEC and the cable provider(s), for their installation of any facilities or equipment in the Public Way.

16.2 Nonexclusive Use. Cross River Fiber understands that this Use Agreement does not provide Cross River Fiber with exclusive use of the Public Way or any Municipal Facility and that the Township shall have the right to permit other providers of communications services to install equipment or devices in the Public Way and on Public Facilities. The Township agrees, upon request from Cross River Fiber, to notify of the receipt of a proposal for in-

stallation of communications equipment or devices in the Public Way or on Public Facilities. In addition, the Township agrees to advise other providers of communications services, upon request, of the presence or planned deployment of the Equipment in the Public Way and/or on Public Facilities.

16.3 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

16.4 Severability of Provisions. If any one or more of the provisions of this Use Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid or unconstitutional.

16.5 Contacting Cross River Fiber. Cross River Fiber shall make its staff available to the Township department having jurisdiction over Cross River Fiber's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance or removal of the Equipment. The Township may contact by telephone the network control center operate regarding such problems or complaints.

16.6 Governing Law; Jurisdiction. This Use Agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey and of the United States, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in the State courts of New Jersey, in a county where the Township is incorporated, or in any federal court of competent jurisdiction.

16.7 Attorneys Fees. Should any dispute arising out of this Use Agreement lead to litigation, each party shall pay its own costs of suit and attorney's fees.

16.8 Content Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition or withhold its approval or consent.

16.9 Representations and Warranties. Each of the parties to this Use Agreement represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 3.2 above.

Section 17. Incorporation of Prior Agreements. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 18. Modification of Agreement. This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 19. Invalidity. If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 20. Counterparts. This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Cross River Fiber LLC

Robert Sokota, Chief Administrative Officer and General Counsel

Dated: _____

The Township of Raritan

NAME & TITLE: Karen Gilbert, Mayor

Dated: _____

TOWNSHIP OF RARITAN
COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-98

WHEREAS, Padero Loaer USA, Inc. in February, 201 posted a \$850,645.20 Cash Performance Bond; and

WHEREAS, Padero Loaer USA, Inc. has requested a reduction its cash bond; and

WHEREAS, Township Engineer, Antoine Hajjar, has performed a site inspection and recommends the reduction the Cash Performance Bond to \$\$673,332.60.

NOW THEREFORE BE IT RESOLVED by the Mayor and Township Committee of the Township of Raritan, County of Hunterdon, State of New Jersey that the Cash Performance Bond posted by Raritan Junction, LLC be reduced to \$673,332.60.

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

CERTIFICATION

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk

TOWNSHIP OF RARITAN

13 F

COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-98

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ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

CERTIFICATION

I, William Bray, Acting Clerk of the Township of Raritan, County of Hunterdon, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk



TOWNSHIP OF RARITAN

MEMORANDUM

TO: Raritan Township Committee

FROM: Antoine Hajjar, NJPE & LS, CME
Township Engineer *Antoine Hajjar*

DATE: March 30, 2017

RE: Request for Reduction of Performance Guarantees
Padero Loaer USA, Inc. aka SNNJ1 (Fisher Solar Farm).
Block 44, Lot 24

I am advised by William Bray, Acting Township Clerk, that Padero Solaer USA, Inc. aka SNNJ1 (Fisher Solar Farm) has requested a reduction in its standing performance guarantee based upon the site improvements completed to date. We have inspected the site and prepared an estimate of the improvements remaining on the development site. A copy of our estimate dated 1/23/2017 last revised 3/29/2017 is attached for your information. Our records show that the current performance guarantee now held by the township is \$850,645.20 in cash. Based on our inspections and the attached cost estimate, I recommend that the Township retain \$673,332.60 and release \$177,312.60 plus any accrued interest. I trust that this recommendation will result in the necessary bond reductions at your next regularly scheduled meeting.

I trust this is satisfactory.

Attachment

CC: William Bray, Acting Twp. Clerk w/attach.
Don Hutchins, ADM w/ attach.
Frank Dekker, Padero Solaer USA, Inc.
Tim Baker, Padero Solaer USA, Inc.
Daniel Makoski, Esq.

RARITAN TOWNSHIP ENGINEERING DEPARTMENT

Engineer's Cost Estimate

Project: Clean Generation Solar - Energy Farm W-2-080

Date: 1/23/2017

Block 8 Lot 3

Revised for bond reduction 3/29/2017

BOA # 5-2015

Item #:	Description	Unit	QTY	Unit Price	Total Amount
1	Site Clearing and Stumping	Acre	0	\$4,500.00	\$ -
2	Soil Erosion Control: Silt Fence (Maintenance -50%)	LF	1,700	\$2.00	\$ 3,400.00
3	Soil Erosion Control: Traking Pad (Maintenance -50%)	Unit	0.5	\$2,500.00	\$ 1,250.00
4	Earthwork (80% completed)	LS	0.2	\$125,000.00	\$ 25,000.00
5.00	Aggregate for Staging are and Temporary Access Drive (Maintenance -50%)	CY	193	\$48.50	\$ 9,360.50
6	3/4" Clean Stone for Permanent Access Drive	CY	250	\$55.00	\$ 13,750.00
7	Asphalt Pavement (Apron)	SY	60	\$100.00	\$ 6,000.00
8	Site ID Sign	Unit	1	\$500.00	\$ 500.00
9	Underground 15000 Gal Water Tank	Unit	1	\$52,000.00	\$ 52,000.00
10	EUV with Trailer	Unit	1	\$50,000.00	\$ 50,000.00
11	Chain Link Fence 7' High - Black Vinyl Coated	LF	3,225	\$45.00	\$ 145,125.00
12	Chain Link Gate with Knox Padlock	Unit	3	\$2,500.00	\$ 7,500.00
13	Utility Poles	Unit	2	\$10,000.00	\$ 20,000.00
14	Concrete Pad, 8" Thick reinforced	SF	1,280	\$12.50	\$ 16,000.00
15	"Jacked" Electric Line in HDPE Conduit	LF	1,410	\$25.00	\$ 35,250.00
16	Staging Area & Temporary Access Removal and scarification	SY	2,325	\$3.00	\$ 6,975.00
17	Landscaping: Evergreen Trees	Unit	377	\$350.00	\$ 131,950.00
18	Landscaping: Pin Oak	Unit	5	\$450.00	\$ 2,250.00
19	Seeding	LS	1	\$20,000.00	\$ 20,000.00
20	Delineator	Unit	20	\$75.00	\$ 1,500.00
21	Contact Information Placards	Unit	20	\$50.00	\$ 1,000.00
22	Conservation Easement Signs	Unit	20	\$125.00	\$ 2,500.00
23	Conservation easement Pins with Caps.	Unit	56	\$175.00	\$ 9,800.00
Total					\$ 561,110.50

Performance Guarantee @120%	\$673,332.60
Cash Bond @10%	\$67,333.26
Surety or Letter Credit @90%	\$605,999.34

References"

- 1 - Plans: "Preliminary and Final Site Plan,Clean Generation Solar - Energy Farm W2-080, prepared by Engineering and Land Planning Associates, Inc. dated 6/4/2015, last revised 12/12/2016.
- 2 - Engineer's Decomissioning Cost Estimate: Fisher Garden Solar Facility prepared by Engineering and Land Planning Associates, Inc. dated 1/16/2017
- 3 - 2014 RSMMeans Site Work & Landscape Cost Data

Note: If an item (s) has been overlooked in this estimates, it will be the responsibility of the Applicant to compl said item (s) prior to final inspection and approval and in accordance with the approved plans and pertinent Township Resolution

Antoine Hajjar
Antoine Hajjar, PE & LS, CME
Township Engineer

3/30/2017
Date

TOWNSHIP OF RARITAN

COUNTY OF HUNTERDON, NEW JERSEY

RESOLUTION #17-99

WHEREAS, Flemington Midget Football and Cheer has requested permission to install a sprinkler system on township-owned field at 154B Route 31 N; and

WHEREAS, Township Engineer, Antoine Hajjar, has reviewed the request; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Township Committee of the Township of Raritan, County of Hunterdon, State of New Jersey that the request by Flemington Midget Football and Cheer to install a sprinkler system in the township-owned field located at 154B Route 31 North is approved.

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF RARITAN**

ATTEST:

William Bray
Acting Township Clerk

Karen Gilbert
Mayor

CERTIFICATION

I, William Bray, Acting Township Clerk of the Township of Raritan, hereby certify that the foregoing resolution is a true, complete and accurate copy of a resolution adopted by the Township Committee of the Township of Raritan at a meeting held on April 4, 2017.

William Bray
Acting Township Clerk

