

**NORTH HANOVER TOWNSHIP  
TOWNSHIP COMMITTEE MEETING MINUTES  
November 7, 2013, 7:00 P.M.**

**CALL TO ORDER:** Mayor Durr called the meeting to order at 7:00 p.m.

**FLAG SALUTE:** Led by Mayor Durr

**ROLL CALL:** Mayor Durr  
Deputy Mayor Butler  
Committeeman Delorenzo  
Committeeman Moscatiello  
Committeeman Quackenboss

Also present: Municipal Clerk Cindy Dye and Township Attorney Mark Roselli

**SUNSHINE STATEMENT:** “The provisions of the Open Public Meetings Act have been met. Notice of this meeting has been transmitted by email to the Bordentown Register News, Burlington County Times and The Trenton Times as well as given to those having requested same and posted on the Township bulletin board located in the foyer of the municipal building”.

Mayor Durr opened the meeting for public comment.

John Kocubinski of 950 Provinceline Road, Joseph Kuc of 222 Cookstown-New Egypt Road and Christine Germann of 66 Mary Street all questioned Bond Ordinance 2013-09 and what specifically it was funding. They also questioned the 2012 Budget that showed grant monies received from the County regarding the Schoolhouse Road Green Acres grant project. There was a lengthy debate between the Committee Members and the residents regarding the funding and what each funding amount was for and why the bond ordinance was being requested.

**MOTION TO CLOSE PUBLIC COMMENT**

Proposed By: Committeeman Delorenzo  
Seconded By: Committeeman Quackenboss  
All were in favor by roll call vote.

**ENGINEER’S REPORT**

Justin Gibson was unable to be present. He did submit a report dated November 7, 2013 stating that the construction of the Schoolhouse Road Park is complete. They are working on closing out the project.

**MINUTES FOR APPROVAL**

- October 17, 2013 Regular Meeting
- October 17, 2013 Executive Session Meeting

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			<b>X</b>			
Deputy Mayor Butler		<b>X</b>	<b>X</b>			
Committeeman Delorenzo	<b>X</b>		<b>X</b>			
Committeeman Moscatiello			<b>X</b>			
Committeeman Quackenboss			<b>X</b>			

**BILLS AND CLAIMS FOR APPROVAL**

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			<b>X</b>			
Deputy Mayor Butler	<b>X</b>		<b>X</b>			
Committeeman Delorenzo			<b>X</b>			
Committeeman Moscatiello			<b>X</b>			
Committeeman Quackenboss		<b>X</b>	<b>X</b>			

Motion conditioned upon holding payment for the Schoolhouse Road Park project upon the approval of Mayor Durr.

**ORDINANCE – INTRODUCTION**

2013-08 An Ordinance Granting Renewal of Municipal Consent to Comcast of Garden State L.P. to Construct, Connect, Operate and Maintain a Cable Television and Communications System in the Township of North Hanover New Jersey

**ORDINANCE # 2013-08**

**AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST OF GARDEN STATE L.P. TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE TOWNSHIP OF NORTH HANOVER NEW JERSEY**

**BE IT ORDAINED BY THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF NORTH HANOVER, AS FOLLOWS:**

**SECTION 1. PURPOSE OF THE ORDINANCE**

The municipality hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the municipality, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Municipality of a cable television and communications system.

**SECTION 2. DEFINITIONS**

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Township" or "Municipality" is the Township of North Hanover, County of Burlington, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of Garden State L.P.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.
- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.
- i. "Primary Service Area" or "PSA" consists of the area of the Municipality currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

### **SECTION 3. STATEMENT OF FINDINGS**

Public hearings conducted by the municipality, concerning the renewal of Municipal Consent herein granted to the Company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the municipality, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Municipality hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

### **SECTION 4. DURATION OF FRANCHISE**

The non-exclusive Municipal Consent granted herein shall expire 15 years from the date of expiration of the previous Certificate of Approval issued by the Board with a 10-year automatic renewal as provided by N.J.S.A. 48:5A-19 and 25, and N.J.A.C. 14:18-13.6.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

#### **SECTION 5. FRANCHISE FEE**

Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount permitted by the Act or otherwise allowable by law, whichever is greater.

#### **SECTION 6. FRANCHISE TERRITORY**

The consent granted under this Ordinance to the renewal of the franchise shall apply to the entirety of the Municipality and any property subsequently annexed hereto.

#### **SECTION 7. EXTENSION OF SERVICE**

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application.

#### **SECTION 8. CONSTRUCTION REQUIREMENTS**

Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work.

Relocation: If at any time during the period of this consent, the Municipality shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Municipality, shall remove, re-lay or relocate its equipment, at the expense of the Company.

Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the municipality so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

## **SECTION 9. CUSTOMER SERVICE**

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the municipality upon written request of the Municipality Administrator or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA).
- d. Nothing herein shall impair the right of any subscriber or the Municipality to express any comment with respect to telephone accessibility to the Complaint Officer, or impair the right of the Complaint Officer to take any action that is permitted under law.

## **SECTION 10. MUNICIPAL COMPLAINT OFFICER**

The Office of Cable Television is hereby designated as the Complaint Officer for the Municipality pursuant to N.J.S.A. 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The Municipality shall have the right to request copies of records and reports pertaining to complaints by Municipality customers from the OCTV.

## **SECTION 11. LOCAL OFFICE**

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters. Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

## **SECTION 12. PERFORMANCE BONDS**

During the life of the franchise the Company shall give to the municipality a bond in the amount of twenty-five thousand (\$25,000.00) dollars. Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

### **SECTION 13. SUBSCRIBER RATES**

The rates of the Company shall be subject to regulation as permitted by federal and state law.

### **SECTION 14. COMMITMENTS BY THE COMPANY**

- A. The Company shall provide Expanded Basic cable television service on one (1) outlet at no cost to each qualified existing and future school in the Municipality, public and private, elementary, intermediate and secondary, provided the school is within 175 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service. Monthly service charges shall be waived on all additional outlets.
- B. The Company shall provide Expanded Basic cable television service at no cost on one (1) outlet to each qualified existing and future police, fire, emergency management facility and public library in the Municipality, provided the facility is located within 175 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Municipality. Monthly service charges shall be waived on all additional outlets.
- C. The company shall provide free basic internet service, via high-speed cable modem, to one (1) non-networked personal computer in each qualified existing and future public school in the township, elementary, intermediate and secondary, at no charge provided the facility is located within 175 feet of active cable distribution plant. The internet service shall be installed on a personal computer that is accessible to the students and not for administrative use only.
- D. The company shall provide free basic internet access via high-speed cable modem on one (1) non-networked personal computer in each qualified existing and future public library at no charge provided the facility is located within 175 feet of active cable distribution plant. The internet service shall be installed on a personal computer that is accessible to library patrons and not for administrative use only.
- E. Within ninety (90) days of the issuance of a renewal certificate of approval the company shall provide to the municipality a one-time technology grant in the amount of fifteen thousand dollars (\$15,000) to help meet the technology and/or cable related needs of the community.
- F. The communications act of 1934, as amended [47 U.S.C. §543 (b)], allows the company to itemize and/or identify: (1.) The amount on the subscriber bill assessed as a franchise fee

and the identity of the governmental authority to which the fee is paid; (2.) The amount on the bill assessed to satisfy any requirements imposed on the company by the cable franchise to support public, educational, and/or governmental access channels or the use of such channels; and (3.) Any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The company reserves these external cost, pass-through rights to the extent permitted by law.

## **SECTION 15. EMERGENCY USES**

The Company will comply with the Emergency Alert System (“EAS”) rules in accordance with applicable state and federal statutes and regulations.

The Company shall in no way be held liable for any injury suffered by the municipality or any other person, during an emergency, if for any reason the municipality is unable to make full use of the cable television system as contemplated herein.

## **SECTION 16. LIABILITY INSURANCE**

The company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of \$5,000,000.

## **SECTION 17. INCORPORATION OF THE APPLICATION**

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with applicable State or Federal law.

## **SECTION 18. COMPETITIVE EQUITY**

Should the municipality grant a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the company may substitute such language that is more favorable or less burdensome for the comparable provision of this ordinance subject to the provisions of N.J.A.C. 14:17-6.7.

## **SECTION 19. SEPARABILITY**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its

validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 20. THIRD PARTY BENEFICIARIES**

Nothing in this franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or franchise.

**SECTION 21. EFFECTIVE DATE**

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.

**MOTION TO INTRODUCE**

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			X			
Deputy Mayor Butler			X			
Committeeman Delorenzo			X			
Committeeman Moscatiello	X		X			
Committeeman Quackenboss		X	X			

**SET PUBLIC HEARING FOR DECEMBER 5, 2013, AT 7:00 P.M.**

2013-09 An Ordinance of the Township of North Hanover, in the County of Burlington, New Jersey, Providing for the Cost of School House Road Park Improvements, Appropriating \$300,000 Therefor, and Authorizing the Issuance of \$285,500 in General Improvement Bonds or Notes of the Township to Finance the Same

**TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURINGTON**

**ORDINANCE 2013- 09**

**AN ORDINANCE OF THE TOWNSHIP OF NORTH HANOVER, IN THE COUNTY OF BURLINGTON, NEW JERSEY, PROVIDING FOR THE COST OF SCHOOL HOUSE ROAD PARK IMPROVEMENTS, APPROPRIATING \$300,000 THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$285,500 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE SAME.**

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**BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF NORTH HANOVER, IN THE COUNTY OF BURLINGTON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:**



**Section 1.** The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the Township as a general improvement. For the improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of \$300,000, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$14,500 as the down payment required by the Local Bond Law. The down payment has been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

**Section 2.** In order to finance the cost of the improvement or purpose not covered by application of the down payment or otherwise provided for hereunder, negotiable bonds or notes are hereby authorized to be issued in the principal amount of \$285,500, pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

**Section 3.** (a) The improvement hereby authorized and the purpose for which the bonds or notes are to be issued is improvement to the Township park on School House Road, including the scope of work set forth in the plans and specifications prepared by Remington, Vernick and Arango which are on file in the Office of the Township Clerk and including all work and related materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose authorized herein is equal to the amount of the appropriation herein made therefor.

**Section 4.** All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8(a). The chief financial officer is hereby authorized to sell part or all of the notes from time to time, at not less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

**Section 5.** The capital budget or temporary capital budget (as applicable) of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

**Section 6.** The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are improvements or purposes the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose, within the limitations of the Local Bond Law, is 15 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$285,500, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$40,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvement or purpose.

(e) The Township reasonably expects to commence the acquisition of the improvement or purpose described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the Township further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 1 hereof.

**Section 7.** The Township anticipates the receipt of \$250,000 in grant proceeds from the County of Burlington. Upon receipt, this money is hereby appropriated and any additional grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

**Section 8.** The full faith and credit of the Township is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

**Section 9.** The Township Committee hereby covenants on behalf of the Township to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

**Section 10.** This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**MOTION TO INTRODUCE**

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			X			
Deputy Mayor Butler		X	X			
Committeeman Delorenzo			X			
Committeeman Moscatiello	X		X			
Committeeman Quackenboss			X			

**SET PUBLIC HEARING FOR DECEMBER 5, 2013, AT 7:00 P.M.**

**CONSENT AGENDA DEFINED:**

All matters listed on tonight’s consent agenda are to be considered as one vote by Township Committee and will be enacted by one motion. There will be no discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.

2013-118 Resolution to Cancel Taxes

RESOLUTION 2013-118

TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON

**RESOLUTION TO CANCEL TAXES**

**WHEREAS**, Donald Kosul, Tax Assessor for the Township of North Hanover, has renamed Block 600 Lot 4 Farm to Block 600 Lot 4.01 for the tax year of 2013.

**WHEREAS**, due to a technological error, Block 600 Lot 4 Qfarm and Block 600 Lot 4.01 were certified as taxable for the tax year of 2013.

**WHEREAS**, N.J.S.A. 54:4-54, Allows the County Board of Taxation or the governing body of the taxing district to order the correction to be made and a refund of any payments made (with no interest) when by mistake, a property has been twice entered and assessed on the tax duplicate.

**WHEREAS**, the tax collector, is reporting the following taxes need to be canceled:

Block 600 Lot 4 Qfarm	2013	\$480.42
	2014	\$240.21

**THEREFORE BE IT RESOLVED**, the Township of North Hanover Committee, hereby authorizes the cancellation of 2013 taxes, in the amount of \$480.42 and 2014 taxes, in the amount of \$240.21, for Block 600 Lot 4 Qfarm commonly known as Access Road.

BE IT RESOLVED FURTHER, that a copy of this Resolution be forwarded to the Burlington County Board of Taxation, the Treasurer of Burlington County, the Municipal/Regional School Board to advise them of the action taken by the Municipal Committee on this matter.

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			X			
Deputy Mayor Butler		X	X			
Committeeman Delorenzo			X			
Committeeman Moscatiello	X		X			
Committeeman Quackenboss			X			

2013-119 Resolution Authorizing Budget Transfers for the 2013 Budget

**RESOLUTION 2013-119**

**TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON**

**RESOLUTION AUTHORIZING BUDGET TRANSFERS FOR THE 2013 BUDGET**

**WHEREAS** N.J.S.A. 40A:4-58 states: "Should it become necessary, during the last 2 months of the fiscal year, to expend for any of the purposes specified in the budget an amount in excess of the respective sums appropriated therefor and there shall be an excess in any appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than 2/3 vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient"; and

**WHEREAS** the Chief Financial Officer has recommended that the attached list of transfers, being in compliance with N.J.S.A. 40A:4-58, be made.

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of North Hanover, County of Burlington, (not less than 2/3 of the full membership concurring affirmatively) that the 2013 budget transfers be made a permanent part of this resolution, are hereby made and approved.

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			X			
Deputy Mayor Butler		X	X			
Committeeman Delorenzo			X			
Committeeman Moscatiello	X		X			
Committeeman Quackenboss			X			

2013-120 Resolution to Amend Capital Budget

**RESOLUTION 2013-120  
TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON**

**RESOLUTION TO AMEND CAPITAL BUDGET**

**WHEREAS**, the Governing Body of the Township of North Hanover, County of Burlington desires to amend the 2013 Capital Budget by inserting thereon or correcting the items as shown in such Budget for the following reasons:

Add certain project(s) not previously described, and amend certain project(s) previously described in the 2013 Adopted Budget.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Township of North Hanover, County of Burlington that the following changes be made to the Capital Budget of the year 2013:

*AMENDMENT TO CAPITAL BUDGET OF THE  
TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON, NEW JERSEY  
Project Schedule for 2013  
Method of Financing*

<u>PROJECT</u>	<u>ESTIMATED COST</u>	<u>CAPITAL IMP FUND FUND BALANCE</u>	<u>GRANTS IN AID</u>	<u>DEBT AUTHORIZED</u>
<i>General Improvements:</i>				
<i>Add:</i>				
Improvements to School House Rd Park	\$300,000.00	\$14,500.00		\$285,500.00

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			X			
Deputy Mayor Butler		X	X			
Committeeman Delorenzo			X			
Committeeman Moscatiello	X		X			
Committeeman Quackenboss			X			

2013-121      Authorizing Release of Escrow

**RESOLUTION 2013-121**

**TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON**

**AUTHORIZING THE RELEASE OF ESCROW**

**WHEREAS**, the following account has a balance in the escrow account:

<u>Name</u>	<u>Balance</u>
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Joseph H. Muller	\$ 14.76
Joseph Smylie	12.96
Hanover Square	373.83
Pooltown	150.00
Eric Ellenberg	150.00
Norman Hand	150.00
Timothy D. Rader	52.50
Yong S. Sim	642.48
Kimberly Scous	150.00
Treasure Island	13.36
V J Scozzari	20.00
Richard Wawrin	2.25
Charles O. Wilkins	22.89

**WHEREAS**, the Joint Land Use Board Secretary has indicated that no monies are due these accounts as project(s) are deemed complete, and

**WHEREAS**, the Chief Financial Officer of North Hanover Township certifies the aforementioned balances are the escrow fees due to the applicant(s).

**NOW THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of North Hanover, County of Burlington, that the above named escrow accounts be released based upon the recommendations of the Joint Land Use Board Secretary and Chief Finance Officer; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to the Chief Financial Officer and the Joint Land Use Board.

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			X			
Deputy Mayor Butler		X	X			
Committeeman Delorenzo			X			
Committeeman Moscatiello	X		X			
Committeeman Quackenboss			X			

**NON-CONSENT RESOLUTIONS:**

2013-122 Resolution Awarding Bid and Contract for Snow Removal for the Township of North Hanover

RESOLUTION 2013-122

TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON

**RESOLUTION AWARDING BID AND CONTRACT FOR SNOW REMOVAL  
FOR THE TOWNSHIP OF NORTH HANOVER**

**WHEREAS**, the Township of North Hanover issued a Notice to Bidders for purposes of receiving sealed bids for snow removal services for North Hanover Township in accordance with the

Specifications, Proposal and Contract Documents and the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, on November 7, 2013, only one bid was received as follows:

<u>Company</u>	<u>Base Bid</u>
A Cut Above the Rest	\$200 per hour when utilizing Tractor \$200 per hour when utilizing Dump truck, spreader & Plow \$75 per hour for backhoe operator

**WHEREAS**, the bid was received and reviewed by the appropriate Township Officials and was found to have certain deficiencies in that certain documents were not fully executed and/or nor not provided; and

**WHEREAS**, said deficiencies are can be waived by the Township Committee; and

**WHEREAS**, being that there was one bidder and the deficiencies are curable, the Township Committee has determined to award the bid to A Cut Above the Rest on the condition that the bidder cure said deficiencies and provide missing documents and provide fully executed and notarized documents prior to execution of the contract; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available, which is attached hereto and made a part of this resolution; and

**NOW THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of North Hanover, County of Burlington County, State of New Jersey that a contract is hereby awarded to A Cut Above the Rest, located at 837 Route 524, Allentown, NJ 08501 at the rates as indicated above for the snow removal of the North Hanover Township as set forth in the bid specifications issued by the Township of North Hanover, contingent upon the bidder providing all required documents and cure deficiencies on submitted documents and same are delivered to the Municipal Clerk.

**BE IT FURTHER RESOLVED** that the Mayor and Township Clerk are hereby authorized to sign a contract with A Cut Above the Rest on behalf of the Township for the purposes set forth herein subject to the bidder complying with the conditions set forth herein.

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			<b>X</b>			
Deputy Mayor Butler		<b>X</b>	<b>X</b>			
Committeeman Delorenzo			<b>X</b>			
Committeeman Moscatiello	<b>X</b>		<b>X</b>			
Committeeman Quackenboss			<b>X</b>			

The motion is conditioned upon the contractor submitting all the necessary documentation to the Municipal Clerk.

**DISCUSSION ITEMS:**

- 2014 Reorganization Meeting Date

It was discussed amongst the Committee as to when the reorganization meeting should be held in 2014. Historically it has been held on New Year’s day; however, last year it was held the Friday after New Year’s Day. It was the consensus of the Township Committee to hold it on

Wednesday, January 1 at 12 noon. This will be scheduled for action at the December 5 Committee meeting.

- New Hanover Contract for Use of North Hanover Municipal Court and Video Equipment

Deputy Mayor Butler indicated that she has been contacted by Judge Downey regarding shared services for use of the video system for the Court between North Hanover and New Hanover. New Hanover previously had a contract with Mansfield; however, Mansfield has a different Judge. After a brief discussion, it was decided that it would be in the best interest for both communities to enter into the Shared Services Agreement.

2013-123      A Resolution Authorizing a Shared Services Agreement with New Hanover Township for the Provision of Municipal Court Video Equipment

**RESOLUTION NO. 2013-123**

**TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON**

**A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT  
WITH NEW HANOVER TOWNSHIP FOR THE PROVISION OF MUNICIPAL COURT  
VIDEO EQUIPMENT**

**WHEREAS**, the Township of North Hanover has video arraignment equipment installed in its Municipal Courtroom that can be extended to the Township of New Hanover without detracting from services currently being provided by the Township of North Hanover Municipal Court; and

**WHEREAS**, by joining in the existing video arraignment installation, the Township of New Hanover avoids having to incur largely duplicative costs to upgrade its Courtroom; and

**WHEREAS**, the Township of North Hanover and the Township of New Hanover desire to execute a Shared Services Agreement, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., to memorialize their agreement; and

**WHEREAS**, such agreements are authorized pursuant to the Uniform Shared Services Consolidation Act, N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, this agreement is in the best interest of the Township of New Hanover and the Township of North Hanover; and

**WHEREAS**, said agreement shall only become effective upon the adoption of a resolution by the governing bodies of each municipality authorizing and approving said agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of North Hanover, in the County of Burlington, that it does hereby approve of the



Shared Services Agreement by and between the Township of North Hanover and the Township of New Hanover for the provision of Municipal Court Video Conferencing Equipment in the form attached hereto and the Mayor and Township Clerk are authorized to execute said agreement.

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to New Hanover Township and the Chief Financial Officer.

**BE IT FURTHER RESOLVED** that the agreement shall not become effective until the governing body of each municipality shall adopt an appropriate resolution authorizing said agreement.

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			X			
Deputy Mayor Butler			X			
Committeeman Delorenzo	X		X			
Committeeman Moscatiello			X			
Committeeman Quackenboss		X	X			

**TOWNSHIP COMMITTEE “COMMENTS”**

Committeeman Delorenzo congratulated Jim Durr and Deb Butler on their re-election.

Deputy Mayor Butler thanked all of the resident who voted for her and re-elected her into office.

Committeeman Moscatiello congratulated Jim Durr and Deb Butler on their re-election. He continued by discussing the difficulties of being in public office.

Mayor Durr thanked the residents for his re-election. He spoke about the diversity of the town and how he has come to appreciate it.

**EXECUTIVE SESSION RESOLUTION (if needed)**

2013-124 Authorizing a Closed Session Meeting to discuss the following matter(s) pursuant to N.J.S.A. 47:1A-1 and N.J.S.A. 10:4-12; Personnel, Contract Negotiation and Litigation matters.

RESOLUTION 2013-124

TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON

**AUTHORIZING A CLOSED SESSION MEETING**

**WHEREAS**, the Open Public Meetings Act, P.L. 1975, Chapter 231 and P.L. 2001, C. 404, permits the exclusion of the public from a meeting in certain circumstances; and

**WHEREAS**, the Township Committee of North Hanover Township wishes to go into a closed Executive Session and is of the opinion that such circumstances presently exist which should not be discussed in public, and

**WHEREAS**, the Open Public Meetings Act pursuant to N.J.S.A. 47:1A-1 and N.J.S.A. 10:4-12 permits the Township Committee to discuss certain matter(s) in private, and in this case for the purpose of the Township Committee to discuss personnel, possible litigation and contract negotiations of which requires attorney-client privilege in this regard.

**NOW, THEREFORE, BE IT RESOLVED** by Township Committee of North Hanover Township that it will go into an Executive Session for the purpose of the Township Committee to discuss personnel, possible litigation and contract negotiations of which requires attorney-client privilege in this regard.

**BE IT FURTHER RESOLVED** that the results of such discussion may be revealed at such time as the matter(s) are resolved and/or a contract(s) is signed and/or the negotiations are formally settled. Interested parties may contact the Township Clerk anytime during normal business hours for periodic updates as to the availability in this regard.

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Mayor Durr			X			
Deputy Mayor Butler			X			
Committeeman Delorenzo			X			
Committeeman Moscatiello	X		X			
Committeeman Quackenboss		X	X			

**BACK TO PUBLIC SESSION**

Motion by Deputy Butler and seconded by Committeeman Quackenboss to ratify the discussion in closed session.

**MOTION TO ADJOURN** 8:27 PM

Respectively submitted,

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Cindy A. Dye, RMC  
Township Clerk