

**NORTH HANOVER TOWNSHIP  
TOWNSHIP COMMITTEE MEETING MINUTES  
August 1, 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: Township 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. There was no public comment.

**MOTION TO CLOSE PUBLIC COMMENT**

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

**DISCUSSION**

- Pavement Management System Presentation by Remington, Vernick & Arango Engineers, Inc.

Wendell Bibs from Remington, Vernick & Arango Engineers presented a Pavement Management Program to the Township Committee. After the presentation, Mayor Durr requested a quote from Remington, Vernick & Arango for the road rating. Mr. Bibs indicated that he would submit that quote to the Township Clerk.

**ENGINEER'S REPORT**

Justin Gibson stated that the construction is on-going at the Schoolhouse Road Park. He will be preparing and submitting an application for the FY' 2014 State Aid Application for Arneytown-Jacobstown Road. A street opening permit application has been submitted for 350 Province Line Road. Upon review, he is recommending approval.

**MINUTES FOR APPROVAL**

- July 18, 2013 Regular Meeting

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			

**BILLS AND CLAIMS FOR APPROVAL**

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			

**ORDINANCE – INTRODUCTION**

2013-06 Ordinance of the Township of North Hanover, County of Burlington, and State of New Jersey, Granting Consent and Permission to Aqua New Jersey, Incorporated to Operate and Maintain Water and Wastewater Facilities in a Portion of the Township of North Hanover

Mayor Durr explained the ordinance process to the public. He indicated that all comments regarding this ordinance will be heard at the public hearing on September 5, 2013.

**ORDINANCE 2013- 06  
TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON  
STATE OF NEW JERSEY**

**ORDINANCE OF THE TOWNSHIP OF NORTH HANOVER, COUNTY OF BURLINGTON, AND STATE OF NEW JERSEY, GRANTING CONSENT AND PERMISSION TO AQUA NEW JERSEY, INCORPORATED TO OPERATE AND MAINTAIN WATER AND WASTEWATER FACILITIES IN A PORTION OF THE TOWNSHIP OF NORTH HANOVER**

**WHEREAS**, Aqua New Jersey, Inc. is in the business of providing water and wastewater service as a public utility pursuant to and in accordance with Title 48 of the Statutes of the State of New Jersey, N.J.S.A. 48:1-1, et seq.; and

**WHEREAS**, pursuant to N.J.S.A. 48:19-20, on April 22, 2013 Aqua New Jersey, Inc. petitioned the Township of North Hanover ("Township") for an applicable franchise and attendant consent to maintain, repair, replace and operate water and wastewater service facilities

within a limited portion of the Township ("Franchise Area") as such area is shown and described in Exhibit "A" hereto, which exhibit is incorporated herein and made a part hereof; and

**WHEREAS**, the Mayor and Township Committee of the Township of North Hanover, County of Burlington, State of New Jersey, have deemed it in the best interest of the public health, safety and welfare of the Township and its residents to establish and grant the requested franchise and consent and permission to Aqua New Jersey, Inc., to maintain, repair, replace and operate water and wastewater facilities for the purpose of furnishing the Franchise Area with water and wastewater services.

**NOW, THEREFORE**, be it ordained by the Mayor and Township Committee of the Township of North Hanover, County of Burlington, State of New Jersey as follows:

**SECTION 1:** This Ordinance shall have the effect of and shall be construed as acceptance and approval of the aforementioned petition submitted by Aqua New Jersey, Inc. In accordance therewith, this Ordinance shall further have the effect and shall be construed as a limited Franchise Agreement ("Agreement") between the Township and Aqua New Jersey, Inc. ("Grantee") as well as provide the municipal consent for the installation, construction, maintenance, repair, replacement and operation of water and wastewater service facilities within the Franchise Area, and the provision of water and wastewater services to residents of the Township located and situated within the Franchise Area, by Grantee, a public utility organized and operating under the laws of the State of New Jersey pursuant to and in accordance with N.J.S.A. 48:19-1 through N.J.S.A. 48:19-28.

**SECTION 2: Definitions.** As used in this Limited Franchise Agreement, the following words shall have the meanings stated below:

- 2.1 **BPU:** The Board of Public Utilities, a governmental agency of the State of New Jersey organized and operating pursuant to Title 48 of the Statutes of the State of New Jersey, N.J.S.A. 48:1-1, et seq.
- 2.2 **Facilities:** All wells, pumping stations, pipes, mains, laterals, service connections and other apparatus or equipment used for the provision of water and wastewater services in the Franchise Area for residential uses;

- 2.3 **Franchise:** All of the rights, responsibilities and obligations granted to Grantee by the Township under the terms and conditions set forth in this Agreement with respect to the provision of water and wastewater service and the maintenance, repair, replacement and operation of water and wastewater facilities by Grantee.
- 2.4 **Franchise Area:** The area to which the Franchise applies as shown and/or described in Exhibit "A" hereto. Except where the context requires a different interpretation, "Franchise Area" also shall include any enlargements or extensions to the area shown and described in Exhibit A which are properly approved by the Township and any other agency with jurisdiction over the Grantee, the water and wastewater facilities or the water and wastewater services which are the subject of this Franchise or the lands which comprise such enlarged or extended area.
- 2.5 **Grantee:** Aqua New Jersey, Inc., a public utility organized and operating under the laws of the State of New Jersey.
- 2.6 **NJDEP:** The New Jersey Department of Environmental Protection and any division, department or agency thereof.
- 2.7 **Residents:** As used herein, "residents" shall include all persons, individuals, firms, corporations and/or business entities, public or private, who own and/or maintain any property within the Township, including but not limited to property within the Franchise Area, whether the use made of such property by said persons or business entities is residential, commercial, industrial or municipal in nature.
- 2.8 **Township:** The Township of North Hanover, a municipal corporation of the State of New Jersey, specifically including all areas incorporated therein as of the effective date of this Ordinance and any other areas later added thereto.
- 2.9 **Utility:** The Grantee or, depending on the context, such other person, firm or corporation, public or private, which may hold a franchise, pursuant to and in accordance with all applicable federal, state and local laws, regulations and rules, to maintain and operate public utility facilities.

### **SECTION 3: Municipal Consent Given; Franchise Granted.**

3.1 Pursuant to N.J.S.A. 48:19-20, the Township hereby grants to Grantee, its successors and assigns, subject to all terms and conditions set forth herein and subject to approval of the BPU: a Franchise and permission to operate within the Franchise Area for the provision of water and wastewater service.

3.2 The Franchise granted in Section 3.1 above shall begin on the effective date of this Ordinance as set forth in Section 8.9, below.

**SECTION 4: Franchise Term.** The term of the Franchise granted herein shall be as follows:

4.1 The initial term of the consent for the Franchise shall be fifty (50) years commencing on the effective date hereof.

4.2 Upon expiration of the initial term, and subject to review and/or approval of the BPU, the Township may renew its Consent upon the written request or application of the Grantee; provided, however, that (1) Grantee shall have requested or applied for such renewal, in writing, at least ninety (90) days before expiration of the initial term; (2) the Township approves such renewal in an ordinance adopted in accordance with the laws of the State of New Jersey governing same and (3) neither party has move for revocation of the Franchise in accordance with applicable law.

**SECTION 5: Consideration.** In consideration of the Franchise, Grantee agrees to comply with the terms and conditions set forth in this Ordinance. Grantee expressly covenants and agrees to provide the residents of the Township in the Franchise Area with the water and wastewater services and to do so without discrimination at the rates approved by the BPU. Grantee shall make reasonable efforts pursuant to the rules and regulations of the NJDEP and BPU, to furnish uninterrupted water and wastewater service to all residents throughout the Franchise Area, and any subsequent enlargements or extensions thereof

**SECTION 6: Compliance with Laws.**

6.1 All work performed by Grantee on, in, under, over, across and along any Township right-of-way shall conform to all Township requirements, including but

not limited to the requirements of the Code of the Township of North Hanover in effect at the time Grantee performs any work contemplated herein and all requirements of the Manual on Uniform Traffic Control Devices in effect when such work is performed.

- 6.2 Grantee shall conform to all applicable federal, state and local laws and regulations, including but not limited to those enforced or promulgated by the NJDEP, the BPU and any other government agency with jurisdiction over the business of Grantee, the operation of water and wastewater facilities and water and wastewater services within this State or any lands or property situated within the Franchise Area.
- 6.3 Nothing herein shall be construed to restrict the Township's ability to adopt and enforce all necessary and appropriate ordinances regulating public rights-of-way, including but not limited to any reasonable ordinance made in the exercise of the Township's police powers in the interest of public safety or for the welfare of the public.
- 6.4 Notwithstanding anything herein to the contrary, any conflicts between federal, state and local laws shall be resolved in favor of federal law first, if applicable, then state law.

**SECTION 7: Extension or Enlargement of Franchise Area.** The Franchise provided to Grantee by the Township in this Ordinance shall be limited and restricted to the Franchise Area as shown in Exhibit "A." Grantee shall not install, construct, maintain, repair, replace or operate water and wastewater facilities or provide water and wastewater services to any lands outside the Franchise Area unless the Township shall have first adopted an ordinance amending this Agreement which enlarges the Franchise Area granted herein as evidence of the Township's consent and authorization for Grantee to provide its services and/or install, construct, maintain, repair, replace and operate its facilities in additional portions or areas of the Township.

**SECTION 8: General Provisions.**

- 8.1 Assignment. The parties acknowledge the Township's right to intervene in any proceeding before the BPU for the transfer or assignment of the rights,

responsibilities and obligations of Grantee as same are set forth in this Agreement.

8.2 Non-Waiver. The failure of either party to enforce any breach or violation by the other party of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver by the non-breaching party of any subsequent breach or violation of the same or any other provision of this Agreement.

8.3 Notice. Unless otherwise specifically stated elsewhere herein, any notice or information required or permitted to be given to the parties under this Agreement shall be sent to the following addresses:

To the Township:  
Municipal Clerk  
Township of North Hanover  
41 Schoolhouse Road  
Jacobstown, NJ 08562

To Grantee:  
Aqua New Jersey, Inc.  
Attn: President  
10 Black Forest Road  
Hamilton, NJ 08691

With a copy to:  
Frank J. Petrino, Esq.  
Eckert Seamans Cherin & Mellott, LLC  
50 West State St., Suite 1400  
P.O. Box 1298  
Trenton, NJ 08607-1298

8.4 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to the Franchise granted and/or created herein and no other agreements or understandings, verbal or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

8.5 Severability. If any Section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of

any other Section, sentence, clause or phrase of this Ordinance. The parties may amend, repeal, add, replace or modify any provision of this Ordinance to preserve the intent of the parties as expressed herein prior to any finding of invalidity or unconstitutionality.

- 8.6 Acceptance by Grantee. Upon adoption of this Ordinance, the Township Clerk shall forward certified copies of same to the Grantee which shall have thirty (30) days from receipt thereof to accept in writing the terms of the Franchise granted to Grantee by this Agreement. Grantee shall evidence its acceptance by executing the Acceptance form attached to this Ordinance as Exhibit "B" and returning a fully-signed and notarized original thereof to the Township Clerk within the said thirty (30) day period. The Acceptance shall be executed by proper corporate officials of the Grantee and shall be accompanied by a proper corporate resolution authorizing its acceptance hereof.
- 8.7 Township Clerk to Deliver Copies of Ordinance. Upon receipt of a duly executed Acceptance from Grantee, the Township Clerk shall cause certified copies of this Ordinance, including the fully-executed Acceptance, to be delivered to Grantee and the Superintendent and to be filed with the New Jersey Board of Public Utilities and any other governmental agency with jurisdiction over the subject matter hereof or the lands located within the Franchise Area.
- 8.8 BPU Approval. Grantee is a New Jersey Public Utility subject to the jurisdiction of the New Jersey Board of Public Utilities. This Agreement and the terms herein are subject to Approval of the BPU. Within thirty (30) days of acceptance, either Grantee or Grantor shall petition the BPU for approval of the Franchise granted herein. In accordance with applicable law, the BPU shall maintain general supervision and regulation of and jurisdiction of Grantor, its property, property rights, equipment, facilities and franchises.
- 8.9 Effective Date. This Ordinance shall become effective on the date on date it is approved by the BPU.



8.10 Inconsistency with Other Ordinances. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**SECTION 9:** All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**SECTION 10:** If the provisions of any section, subsection, paragraph, subdivision, or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.

**SECTION 11:** This Ordinance shall take effect immediately upon final passage and publication in accordance with law, subject to the review and approval of the Board of Public Utilities.

**MOTION TO INTRODUCE**

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

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

Michele Lamar, attorney for Aqua New Jersey, indicated that she had additional information for the Committee. Mayor Durr indicated that it would have been appropriate to submit the additional information to the Township Clerk or Township Attorney prior to the meeting. She indicated that she would do as suggested.

**ORDINANCE – ADOPTION**

2013-04 An Ordinance Amending Chapter 16 “Zoning” by Amending Section 060, Definitions, for the term “Planned Unit Residential Development”

Mayor Durr explained the necessity of this ordinance. He indicated that this revision will make it more within the intent of the master plan.

**ORDINANCE 2013-04  
TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON**

**AN ORDINANCE AMENDING CHAPTER 16 “ZONING” BY AMENDING  
SECTION 060, DEFINITIONS, FOR THE TERM**

## **“PLANNED UNIT RESIDENTIAL DEVELOPMENT”**

**SECTION 1.** This Ordinance amends the Development Regulations of the North Hanover Township Code Chapter 16 “Zoning” by amending the definition of “Planned Unit Residential Development” to read as follows:

**“Planned Unit Residential Development** – An area with minimum contiguous or non-contiguous acreage of 25 acres to be developed as a single entity according to a plan containing one (1) or more residential clusters, which may include appropriate commercial, or public or quasi-public uses all primarily for the benefit of the residential development.”

**SECTION 2.** At least three copies of said full Ordinance are on file in the Office of the Municipal Clerk for public examination and acquisition. Copies are available for inspection or acquisition during regular weekday working hours and arrangements have been made for the publication of said proposed Ordinance in pamphlet or other similar form which will be available for purchase from the Township Clerk.

**SECTION 3:** This ordinance shall take effect upon final passage and publication according to law.

**SECTION 4.** The Township Clerk is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the County Planning Board, and to all others entitled thereto pursuant to the provisions of N.J.S. 40:44D-15. Upon adoption of this Ordinance, after public hearing thereon, the Township Clerk is further directed to publish notice of passage thereof and file a copy of this Ordinance as finally adopted with the County Planning Board as required by N.J.S. 40:55D-16 and with the Township Tax Assessor.

**SECTION 5:** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

**SECTION 6:** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

### **OPEN PUBLIC HEARING FOR ORDINANCE 2013-04**

Proposed By: Deputy Mayor Butler  
Seconded By: Committeeman Quackenboss  
All were in favor by roll call vote.

### **CLOSE PUBLIC HEARING FOR ORDINANCE 2013-04**

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

**MOTION TO ADOPT ORDINANCE 2013-04**

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			

2013-05 An Ordinance of the Township of North Hanover, in the County of Burlington, New Jersey, Providing for the Cost of Acquisition of a Tanker Truck (Fire Apparatus) Appropriating \$287,500 Therefor, and Authorizing the Issuance of \$273,000 in General Improvement Bonds or Notes of the Township to Finance the Same

**TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON  
ORDINANCE 2013- 05**

**AN ORDINANCE OF THE TOWNSHIP OF NORTH HANOVER, IN THE COUNTY OF BURLINGTON, NEW JERSEY, PROVIDING FOR THE COST OF ACQUISITION OF A TANKER TRUCK (FIRE APPARATUS) APPROPRIATING \$287,500 THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$273,000 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE SAME.**

**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 \$287,500, 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 \$273,000, 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 the acquisition of a tanker truck for use by the Township's Fire Department, 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 10 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 \$273,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$2,500 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.** Any 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.

**OPEN PUBLIC HEARING FOR ORDINANCE 2013-05**

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

**CLOSE PUBLIC HEARING FOR ORDINANCE 2013-05**

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

**MOTION TO ADOPT ORDINANCE 2013-05**

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

**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.

2013-98 Resolution Authorizing Street Opening Permit

RESOLUTION 2013–98

TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON

RESOLUTION AUTHORIZING STREET OPENING PERMIT

WHEREAS, David T. Cooper of Cairone Kaupp, Incorporated, hereinafter referred to as “Cairone”, has submitted an application for a Street Opening Permit for Province Line Road; and

WHEREAS, pursuant to Chapter 12 the Township Engineer, Justin Gibson of Remington, Vernick and Arango has reviewed said application and recommends approval by the Township Committee; and

WHEREAS, pursuant to Chapter 19 “Fees” a fee of \$25 is required prior to the issuance of a Street Excavation Permit.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of North Hanover that the application for a Street Excavation Permit to Cairone for the location known as Province Line Road is hereby approved subject to receipt of payment of the applicable fee.

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			

2013-99      Authorizing Agreement between Township of North Hanover and North Hanover Township Board of Education for a School Resource Officer

**RESOLUTION 2013-99**

**TOWNSHIP OF NORTH HANOVER**

**COUNTY OF BURLINGTON**

**AGREEMENT BETWEEN TOWNSHIP OF NORTH HANOVER AND NORTH HANOVER TOWNSHIP BOARD OF EDUCATION FOR A SCHOOL RESOURCE OFFICER**

**WHEREAS**, North Hanover Township and North Hanover Township Board of Education have determined that it would be mutually beneficial to have a School Resource Officer; and

**WHEREAS**, North Hanover Township has agreed to provide this service to the North Hanover Township Board of Education for an annual sum of \$38,000; and

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

**WHEREAS**, this agreement is in the best interest of North Hanover Township.

**NOW THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of North Hanover, County of Burlington, State of New Jersey, that the agreement by and between the North Hanover Township and North Hanover Township Board of Education for the provision of School Resource Officer is authorized and accepted and the proper officials of North Hanover Township are authorized to execute said agreement; and

**BE IT FURTHER RESOLVED** that a certified copy of the executed agreement be transmitted to the North Hanover Township Board of Education, and the Chief Financial Officer of North Hanover Township.

**BE IT FUTHRE RESOLVED** that a copy of this resolution and agreement shall be forwarded to the Director of the Division of Local Government Services as per N.J.S.A. 40A:65-4(3)b.

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:**

2013-100 Authorizing the CFO's Corrective Action Plan to be submitted to the State

**RESOLUTION 2013-100  
TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON**

**CORRECTIVE ACTION PLAN – 2012 AUDIT**

**WHEREAS**, there exists comments entitled “Recommendations” in the 2012 Audit showing deficiencies in various departments; and

**WHEREAS**, each department was advised of the weaknesses/deficiencies within their department, and

**WHEREAS**, the Township Auditor, in conjunction with the Township employees and the Township Committee, discussed a Corrective Action Plan for the 2012 Audit;

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of North Hanover, County of Burlington, that as per the requirements of the Federal OMB Circular No. A-128 13(d), that the attached Corrective Action Plan for the 2012 Audit Findings be submitted to the Department of Community Affairs for their review.

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			
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**TOWNSHIP COMMITTEE “COMMENTS”**

Township Attorney Mark Roselli explained the ordinance process to the public. He wanted to assure the public that the introduction of an ordinance does not necessarily mean the Committee is going to approve the ordinance. It is just a process that the Township needs to take.

Committeeman Delorenzo indicated that the construction at Green Acres is moving along well.

**EXECUTIVE SESSION RESOLUTION (if needed)**

2013-101 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.

Mayor Durr stated that there was no need for executive session this evening.

**BACK TO PUBLIC SESSION**

**MOTION TO ADJOURN** 7:49 PM

Respectively submitted,

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Cindy A. Dye, RMC  
Township Clerk