

**NORTH HANOVER TOWNSHIP  
TOWNSHIP COMMITTEE MEETING MINUTES  
September 5, 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: Acting Clerk Alex DeGood 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.

**ENGINEER’S REPORT**

Mr. Gibson advised that construction was on-going on the Schoolhouse Road Park construction. He continued stating that as directed, he will prepare the application for the FY’ 2014 NJDOT State Aid application.

**DEPARTMENT REPORTS FOR JULY 2013**

- a. Tax Collector
- b. Construction, Zoning & Mobile Homes
- c. North Hanover, Wrightstown & Chesterfield Courts
- d. Police Department (May, June and July, 2013)

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

**MINUTES FOR APPROVAL**

- August 1, 2013 Regular Meeting

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			

**BILLS AND CLAIMS FOR APPROVAL**

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			

**ORDINANCE – ADOPTION**

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

**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.

Mayor Durr stated that this ordinance was introduced at the August 1 Township Committee meeting.

Mayor Durr opened public hearing for Ordinance 2013-06.

Frank Petrino, Esquire, attorney for Aqua New Jersey, introduced himself and provided a background of this ordinance. He handed out a packet of documents that have been previously submitted. Mr. Roselli asked if all the representations made at the July 18 still stand. Mr. Petrino stated that he could state that on behalf of his client, Aqua New Jersey.

Mr. Roselli stated that he would like to review some issues that his office has with this ordinance. "Section 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," he requested language that the Township has a right to intervene regarding any future rate applications. Mr. Petrino indicated that his client has no issue with that request. "Section 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." This section states that the Township or Aqua could make application. Mr. Roselli stated that this should be Aqua's responsibility. Mr. Petrino indicated that the change is acceptable. Mr. Roselli stated that the changes are not substantial.

Committeeman Delorenzo requested clarification of the "area" in which this application is for. Mr. Petrino stated that it was for specifically Spartan Village.

Committeeman Quackenboss questioned exactly what Exhibit A is, as he does not have a copy attached to his ordinance. Mr. Petrino stated that it was just a map showing Spartan Village. Committeeman Quackenboss stated that Mr. Petrino could not confirm the representation made by the owner about the rent increases. Mr. Petrino stated that they were a part of the frequently asked questions materials.

#### **CLOSE PUBLIC HEARING FOR ORDINANCE 2013-06**

Proposed By: Committeeman Delorenzo

Seconded By: Deputy Mayor Butler

All were in favor by roll call vote.

Mayor Durr stated that he has reasons why he does not support this ordinance. He feels that there is a lack of need for this franchise. Considerable investment by the former owner to bring wastewater treatment up-to-date and into compliance with the DEP has been made. The franchiser, Aqua, will keep the same water well that is in good service condition as well as keep the same sewer plant that functions acceptably now. Systems for increased fees tied to the quantity of residents have been in place now and has been previous to the current owners. This system allows for a parody in regards to the usage of wastewater and the consumption of water currently. Aqua New Jersey has testified that the demographics of Spartan Village will have nothing to do with the BPU's decision to set what they call an appropriate rate along with future rate increases. He has a concern regarding the fact that approximately one-third of Spartan Village currently lies within an outlined and designated crash hazard zone for the Dix-McGuire-Lakehurst Mega Base. This safety concerns surrounding the situation are indeed real and on-going. Our current zoning ordinance as well as the Township's master plan recognizes and addresses any new development in these hazard areas. The residential development area that pre-existed the establishment of these zones may likely be addressed in the future by the federal government, perhaps in a form of eminent domain and ultimate removal of the use. In this case a utility franchise could complicate this serious situation. The mobile home parks in North Hanover Township, including Spartan Village, are listed a non-conforming uses within their

zone. One rule regarding this designation is that their uses are denied by ordinance to experience expansion of their use. Mayor Durr strongly feels that the issuance of this franchise to Spartan Village is akin of expansion of a non-conforming use status.

Mayor Durr continued Spartan Village came into existence primarily to serve housing needs for military personnel many years ago. This personnel by its nature has no sense of permanency or routes. It was of a transient nature. This sense of community and sense of home was nearly non-existent during this time. The conditions were not an admirable one. Through the years this changed until we get to today when Spartan Village became the home to many permanent citizens that has developed routes and a real sense of community and a place of a certain pride. Since recent rent increases and the talk of selling water and wastewater services there are many homes up for sale. Mayor Durr's concern is that with the issuance of this franchise and the additional costs, Spartan Village is on the verge of reverting back to a rotating wheel of residents and becoming a trailer park again instead of a mobile home park village that it is today. As Mayor of this town he is proud of Spartan Village and considers it an asset to North Hanover Township in its current condition and do not wish to risk a negative transformation.

Committeeman Quackenboss questioned the additional occupant fee that is currently being changed. This question does not seem to have been addressed.

Committeeman Moscatiello stated that there was a request for clarity regarding the capital improvements that were going to be added to the park. He has had the opportunity to sit through two of these ordinances, and in the past Aqua has presented the needs within the Park for capital improvement in greater detail, so the Committee can determine how the residents were going to benefit, even though there were costs associated with it. He is very disappointed on what was presented for this project. He also indicated that additional clarification was requested for the additional head count costs. He is disappointed that an answer has not been provided. Margaret Carmelli, Esquire, attorney for the owners, stated that the owner has already remove the per head fee. Mrs. Wright of Spartan Village stated that every child that lives in the homes is charged \$20.00. Dolores Hodoes of Spartan Village stated that she was not met with. She does not have any additional children living in her home. Ms. Carmelli stated that she dealt with each resident affected privately. Committeeman Moscatiello stated that this information should have been brought to the Committee. Bonnie Jackson, Spartan Village, stated that she was not met with; however, the \$20 was deducted from their rent. Mayor Durr questioned what provoked the owners to take this action. Ms. Carmelli stated that the operators decided to take this action in hopes that the franchise agreement would be approved.

#### **MOTION TO RE-OPEN PUBLIC HEARING FOR ORDINANCE 2013-06**

Proposed By: Committeeman Delorenzo

Seconded By: Committeeman Quackenboss

All were in favor by roll call vote.

Donna Cousins of Spartan Village stated that the owner has a habit of not notifying the residents and the community of changes that go on in the park.

Robert Lemeir of Spartan Village questioned if pets were included in the reduction. Ms. Carmelli stated that the pet fee is not related to the water or sewer.

**CLOSE PUBLIC HEARING FOR ORDINANCE 2013-06**

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

Committeeman Moscatiello stated his concerns regarding profits being made from this franchise agreement versus the quality of life to the residents. Steve Coyle, owner of Spartan Village, provided an explanation regarding the savings to the residents. At this time there was a discussion regarding the \$70 reduction being made to the residents.

Mayor Durr indicated that he has not heard any testimony regarding any deficiencies in the current system. Mr. Coyle stated that is a testament to the staff he has and is being proactive to make sure they have an excellent water and sewer system.

There was a question regarding the raising of rent for the first year. Mr. Roselli stated that Mr. Coyle stated at the last meeting that there will be a limit of raising the rent no more than \$20 after the first year this franchise takes effect.

Mr. Roselli questioned if there were any vacancies in the park currently. Mr. Coyle answered five vacancies. Mr. Roselli asked when a new tenant comes in, will they enjoy the same benefit. Mr. Coyle stated yes. Mr. Coyle continued that every person who signed a lease with them since this application has been explained the situation and made aware of what was going on.

Mr. Roselli reminded the Committee that that a motion to adopt will be in accordance with the amendments made earlier.

**MOTION TO ADOPT ORDINANCE 2013-06**

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			

**RESOLUTIONS:**

2013-102 Approving the Public Display of Fireworks for the Township of North Hanover Family Night Celebration

**RESOLUTION 2013-102  
TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON**

**APPROVING THE PUBLIC DISPLAY OF FIREWORKS FOR THE TOWNSHIP OF NORTH HANOVER FAMILY NIGHT CELEBRATION**

**WHEREAS**, it is the desire of the Township of North Hanover to approve the public display of fireworks for the North Hanover Family Night Celebration; and

**WHEREAS**, after authorization is approved, the Fire Official will then be able to issue a permit for the public display of fireworks.

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of North Hanover, County of Burlington, State of New Jersey, that approval is granted for the public display of fireworks for the North Hanover Family Nigh Celebration to be held on September 6, 2013, with a rain date of Friday, September 13, 2013.

**BE IT FURTHER RESOLVED** that the Fire Official is hereby requested to issue a permit pursuant to N.J.A.C. 5:18-2.7.

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			

2013-103 Appointment of Emergency Management Coordinator and Deputy  
Emergency Management Coordinator

Committeeman Moscatiello stated that our previous Emergency Management Coordinator has verbally informed him that he resigned. By law the Township has to have an Emergency Management Coordinator in place in order to receive FEMA funds and provide a secure safety net in disasters. Our Chief of Police will assume the Emergency Management Coordinator and Detective Bud Wells will take the position of Deputy.

**RESOLUTION 2013-103**

**TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON**

**APPOINTMENT OF EMERGENCY MANAGEMENT COORDINATOR  
AND DEPUTY EMERGENCY MANAGEMENT COORDINATOR**

**WHEREAS**, N.J.S.A. Title 40 and Title 40A provide for the Appointment of Certain Officers, Appointees, and Employees to be appointed in Township Positions to carry out the lawful duties and responsibilities of the Township; and

**WHEREAS**, the Township Salary Ordinance provides for the rate of Compensation, Salary, or Wages of Certain Officers, Appointees and Employees of said Township.

**NOW THEREFORE BE IT RESOLVED**, that the Committee of the Township of North Hanover Township hereby appointments Mark Keubler as the Emergency Management Coordinator and Theodore Wells as the Deputy Management Coordinator effective immediately, for a three term expiring September 5, 2016.

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			

2013-104 A Resolution to Amend Resolution 2013-73 Establishing Salaries for Various Officials of the Township of North Hanover, Burlington County, New Jersey by Adding Office of Emergency Management Coordinator and Deputy Emergency Management Coordinator

**RESOLUTION 2013 – 104**

**TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON**

**A RESOLUTION TO AMEND RESOLUTION 2013-73 ESTABLISHING SALARIES FOR VARIOUS OFFICIALS OF THE TOWNSHIP OF NORTH HANOVER, BURLINGTON COUNTY, NEW JERSEY BY ADDING OFFICE OF EMERGENCY MANAGEMENT COORDINATORY AND DEPUTY EMERGENCY MANAGEMENT COORDINATOR**

**BE IT RESOLVED** by the Township Committee of North Hanover Township, County of Burlington, State of New Jersey, as follows:

The annual rate of compensation, salary, wages of the following officers, appointees, and employees of the Township of North Hanover is hereby fixed in the following schedule payable bi-weekly or annually:

			<b>PER ANNUM</b>
Mark Keubler	OEM Coordinator		\$2,500
Theodore Wells	Deputy OEM Coordinator		\$1,553

**BE IT FURTHER RESOLVED** that the above listed salaries shall be effective as of September 5, 2013.

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			

**RESOLUTION 2013-105  
TOWNSHIP OF NORTH HANOVER  
COUNTY OF BURLINGTON**

**RESOLUTION AUTHORIZING TAX APPEAL SETTLEMENT (EDWARD MAGUIRE v. NORTH HANOVER TOWNSHIP; Block 602, Lot 16; 471 Wrightstown-Sykesville Road).**

**WHEREAS**, Edward Maguire was the titled owner of Block 602, Lot 16, 471 Wrightstown-Sykesville Road, in the Township (“the Property”); and

**WHEREAS**, Mr. Maguire filed an appeal with the Tax Court of New Jersey for the tax assessment of the Property for the year 2011; and

**WHEREAS**, Mr. Maguire subsequently sold the Property; and

**WHEREAS**, the parties have engaged in settlement negotiations and reached a settlement of the tax appeal, subject to the Township Committee’s approval, as follows:

1)	2011:		
		<u>Original Assessment</u>	<u>Proposed Assessment</u>
	Land:	\$ 129,000	\$ 129,000
	Impvts.:	\$ 487,000	\$ 266,000
	Total:	\$ 616,000	\$ 395,000
2)	2012:		
		<u>Original Assessment</u>	<u>Proposed Assessment</u>
	Land:	\$ 129,000	\$ 129,000
	Impvts.:	\$ 487,000	\$ 366,000
	Total:	\$ 616,000	\$ 495,000

**WHEREAS**, Mr. Maguire has agreed to waive all interest due on any refund; and

**WHEREAS**, the Township Attorney and the Township Tax Assessor have recommended the said settlement to the Township Committee; and

**WHEREAS**, the Township Committee is of the opinion that said settlement is in the best interests of the 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 settlement in this matter as set forth herein above, be and the same is hereby approved, and the Township Attorney is authorized and directed to affect said settlement.

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			

**TOWNSHIP COMMITTEE “COMMENTS”**

Committeeman Quackenboss stated that tomorrow evening is Family Night at the Park with a movie and fireworks.

Committeeman Delorenzo stated that one of our Township Employees, George Jones, is retiring. Mr. Jones was a long time dedicated employee.

Committeeman Moscatiello thanked Committeeman Delorenzo for a variety of issues that had to be addressed so that movie night could take place. One was a water leak, which would enable our bathrooms to work. Thanks to Committeeman Delorenzo and Jason Barber, it should make for a better movie night.

Mayor Durr announced that our long time court administrator, Carol Rossell, will be leaving at the end of the year. The Deputy Mayor and he are taking part in the interviewing process, along with the Judge.

Mayor Durr stated that he is proud to sit on this Committee. He feels that it is a great thing that there are different opinions and that they always don't agree, especially with tough issues that come their way.

**EXECUTIVE SESSION RESOLUTION (if needed)**

2013-106 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 2013-106

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 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 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			<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>			

**BACK TO PUBLIC SESSION**

**MOTION TO ADJOURN**                      8:35 PM

Respectively submitted,

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Cindy A. Dye, RMC  
Township Clerk