

**READINGTON TOWNSHIP COMMITTEE
MEETING – January 22, 2013**

Mayor Allen *calls the meeting to order at 6:30 p.m.* announcing that all laws governing the Open Public Meetings Act have been met and that this meeting has been duly advertised.

PRESENT: Mayor J. Allen , Deputy Mayor B. Muir, Mr. T. Auriemma, Mrs. B. Fort, Mr. F. Gatti

ALSO PRESENT: Administrator Mekovetz, Attorney S. Dragan

ABSENT: None

EXECUTIVE SESSION:

Clerk read the following Resolution:

RESOLUTION
EXECUTIVE SESSION

WHEREAS, *N.J.S.A. 10:4-6 et seq.*, the Open Public Meetings Act, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the Township Committee is of the opinion that such circumstances presently exist and desires to authorize the exclusion of the public from the portion of the meeting in accordance with the act;

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

1. The public shall be excluded from discussion of and action upon the specified subject matter as set forth in the following Exhibit “A.”

EXHIBIT A

<u>Subject Matter</u>	<u>Basis Of Public Exclusion</u>	<u>Date Anticipated When Disclosed to Public</u>
Professional Services.....	Contract Negotiations.....	Certain information at the discretion of the Township Committee tonight...other information will be confidential
♦ Supple, Clooney & Company (Township Auditors)		
♦ Sharon A. Dragan, Esq. (Township Attorney)		
♦ McManimon & Scotland (Bond Counsel)		
♦ Martin Allen, Esq. (Tax Appeal Attorney)		
♦ Fisher & Phillips LLP (Labor Attorney)		
♦ Valerie Kimson, Esq. (Special Counsel)		
♦ Richard Cushing, Esq. / Gebhardt & Kiefer (Special Counsel)		
♦ Robert A. Ballard, Jr. Esq. (Prosecutor)		
♦ Scott Mitzner, Esq. (Public Defender)		
♦ Britt Simon, Esq. (Alternate Public Defender)		
♦ Anthony M. Rotunno, Esq. (Alternate Public Defender)		
♦ Hatch Mott MacDonald (Township Engineer)		
♦ Clarke♦Caton♦ Hintz (Township Planners)		
♦ AEIS (Inspection Svcs. for Lake Cushetunk Dam)		
♦ JWS Computers (Computer/Printer Maintenance)		
♦ Princeton Public Affairs Group (Governmental Relations Matters)		
Developers Agreement.....	Contract Negotiations.....	“ “ “
Ridge Road Realty (Block 38, Lots 54.11, 54.12 & 54.02)		
Use of Right of Ways.....	Contract Negotiations.....	“ “ “
Sunesys		

Use of Right of Ways..... Contract Negotiations..... “ “ “
United Federal Data

Sewer Agreement..... Contract Negotiations..... “ “ “
Fleck (Block 4, Lot 94)

Executive Session Minutes..... Attorney-Client Privilege..... “ “ “
• December 17, 2012

JCP&L’s Petition to State of NJ..... Potential Litigation..... “ “
Motion to Intervene – Township of Marlboro

Block 48, Lot 23; Block 55, Lot 33;
Block 56, Lots 1, 3, 6 & 8; Block 39,
Lot 24 & Block 67, Lot 2
(Solberg Aviation)..... Litigation..... “ “ “

It is anticipated at this time that the stated subject matter will be made public on or about the time set forth in Exhibit “A.”

2. This Resolution shall take effect immediately.

A **MOTION** was made by Mrs. Fort to adopt this resolution, seconded by Mrs. Muir with a vote of ayes all, nays none recorded.

The meeting reconvened at 7:30 p.m.

Mayor Allen led those present in the ***Salute to the Flag***.

Mayor Allen made the following statement:

Readington Township Committee was deeply saddened at the news of the untimely death of the former Chief of Police, Jim Paganessi. Our sincerest sympathy goes out to his wife, Valerie, and his children. On behalf of the entire Committee, we are indebted to Jim, both for his thirty -three years of service on the police force and for his decade long service as Readington’s Chief of Police. As Chief, Jim’s commitment, his vision and his excellent leadership built the strong and effective police force that we have today. Let us observe a moment of silence in memory of our friend and colleague, Jim Paganessi.

Executive Session:

Contract Negotiations / Professional Services / Supple, Clooney & Company

The following resolution was offered for consideration:

#R-2013-13

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR MUNICIPAL AUDITOR SERVICES

WHEREAS, the Township of Readington has a need to acquire Municipal Auditing Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44a-20.5*; and

WHEREAS, the term “non-fair and open contract,” for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19:44A-20.5 et seq.* or in *N.J.S.A. 19:44a-8, et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

WHEREAS, Suplee, Clooney & Company has submitted a proposal indicating they will provide Municipal Auditor Services at an annual rate of \$42,925.00.

Resolution #R-2013-13 cont'd:

WHEREAS, Suplee, Clooney & Company has completed and submitted a Business Entity Disclosure Certification which certifies that Suplee, Clooney & Company has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Suplee, Clooney & Company from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Suplee, Clooney & Company as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A **MOTION** was made by Mrs. Fort to adopt this Resolution, seconded by Mr. Gatti and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / Sharon A. Dragan, Esq.

The following resolution was offered for consideration:

#R-2013-14

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR TOWNSHIP ATTORNEY SERVICES

WHEREAS, the Township of Readington has a need to acquire Township Attorney Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44a-20.5*; and

WHEREAS, the term "non-fair and open contract," for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19:44A-20.5 et seq.* or in *N.J.S.A. 19:44a-8, et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

WHEREAS, Sharon A. Dragan, Esq. has submitted a proposal indicating she will act as Township Attorney at an annual rate of \$108,360.00 based on an estimated average of 86-90 hours per month at \$105.00 per hour.

Resolution #R-2013-14 cont'd:

WHEREAS, Sharon A. Dragan, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Sharon A. Dragan, Esq. has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Sharon A. Dragan, Esq. from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - (N.J.A.C. 5:30-5.4) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Sharon A. Dragan, Esq. as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A **MOTION** was made by Mrs. Fort to adopt this Resolution, seconded by Mr. Gatti and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / McManimon & Scotland

The following resolution was offered for consideration:

#R-2013-15

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
BOND ATTORNEY SERVICES**

WHEREAS, the Township of Readington has a need to acquire Bond Attorney Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44a-20.5; and

WHEREAS, the term "non-fair and open contract," for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in N.J.S.A. 19:44A-20.5 *et seq.* or in N.J.S.A. 19:44a-8, *et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

WHEREAS, McManimon & Scotland, L.L.C. has submitted a proposal indicating they will provide Bond Attorney Services for rates as detailed in the contract for a total amount not to exceed the amount appropriated for this service in the approved/adopted budget.

Resolution #R-2013-15 cont'd:

WHEREAS, McManimon & Scotland, L.L.C. has completed and submitted a Business Entity Disclosure Certification which certifies that McManimon & Scotland, L.L.C. has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit McManimon & Scotland, L.L.C. from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with McManimon & Scotland, L.L.C. as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service Contract including the rate schedule are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A **MOTION** was made by Mrs. Fort to adopt this Resolution, seconded by Mr. Gatti and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / Martin Allen, Esq.

The following resolution was offered for consideration:

#R-2013-16

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
TAX ATTORNEY/BANKRUPTCY SERVICES**

WHEREAS, the Township of Readington has a need to acquire Tax Attorney/Bankruptcy Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44a-20.5*; and

WHEREAS, the term "non-fair and open contract," for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19:44A-20.5 et seq.* or in *N.J.S.A. 19:44a-8, et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

WHEREAS, Martin Allen, Esq. has submitted a proposal indicating he will provide Tax Attorney/Bankruptcy Services at a rate of \$140 per hour for a total amount not to exceed the amount appropriated for this service in the approved/adopted 2013 budget.

Resolution #R-2013-16 cont'd:

WHEREAS, Martin Allen, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Martin Allen, Esq. has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Martin Allen, Esq. from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Martin Allen, Esq. as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service Contract are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A **MOTION** was made by Mrs. Fort to adopt this Resolution, seconded by Mr. Gatti and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / Fisher & Phillips LLP

The following resolution was offered for consideration:

#R-2013-17

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
LABOR COUNSEL SERVICES**

WHEREAS, the Township of Readington has a need to acquire Labor Counsel Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44a-20.5*; and

WHEREAS, the term "non-fair and open contract," for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19:44A-20.5 et seq.* or in *N.J.S.A. 19:44a-8, et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

WHEREAS, Fisher & Phillips, LLP has submitted a proposal indicating they will provide Labor Counsel Services for rates as follows:

- Partner-Level Attorney - \$305.00 per hour.
- Senior Associate - \$230.00 per hour.
- Junior Associate - \$190.00 per hour

Resolution #R-2013-17 cont'd:

for a total amount not to exceed the amount appropriated for this service in the approved/adopted budget.

WHEREAS, Fisher & Phillips, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that Fisher & Phillips, LLP has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Fisher & Phillips, LLP from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Fisher & Phillips, LLP as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service Contract are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A MOTION was made by Mrs. Fort to adopt this Resolution, seconded by Mrs. Muir and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / Valerie Kimson, Esq.

The following resolution was offered for consideration:

#R-2013-18

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
SPECIAL LITIGATION COUNSEL SERVICES**

WHEREAS, the Township of Readington has a need to acquire Special Litigation Counsel Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.5*; and

WHEREAS, the term "non-fair and open contract," for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19:44A-20.5 et seq.* or in *N.J.S.A. 19:44A-8, et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

WHEREAS, Valerie J. Kimson, Esq., Mason, Griffin & Pierson, has submitted proposal indicating she will act as Special Litigation Counsel at the following rates: Attorney – \$155 per hour; Paralegals - \$75 per hour, for the following matters:

Resolution #R-2013-18 cont'd:

Re: Readington v. Wilmark Building Contractors, Inc.

for a total amount not to exceed the amount appropriated for this service in the approved/adopted budget.

WHEREAS, Valerie J. Kimson, Esq., Mason, Griffin & Pierson, has completed and submitted a Business Entity Disclosure Certification which certifies that Valerie J. Kimson, Esq. has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Valerie J. Kimson, Esq. from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Valerie J. Kimson, Esq., Mason, Griffin & Pierson, as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A MOTION was made by Mrs. Fort to adopt this Resolution, seconded by Mrs. Muir and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / Richard Cushing, Esq.

The following resolution was offered for consideration:

#R-2013-19

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
SPECIAL COUNSEL SERVICES**

WHEREAS, the Township of Readington has a need to acquire Special Counsel Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44a-20.5*; and

WHEREAS, the term "non-fair and open contract," for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19:44A-20.5 et seq.* or in *N.J.S.A. 19:44a-8, et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

Resolution #R-2013-19 cont'd:

WHEREAS, Richard P. Cushing, Esq. of Gebhardt & Kiefer, PC, has submitted a Proposal indicating he will provide Special Counsel Services to represent, Julia Allen, Thomas Auriemma, Betty Ann Fort, Frank Gatti and Beatrice Muir in certain litigation at a rate of \$205 per hour for a total amount not to exceed the amount appropriated for this service in the approved/adopted budget.

WHEREAS, Richard P. Cushing, Esq. of Gebhardt & Kiefer, PC, has completed and submitted a Business Entity Disclosure Certification which certifies that neither Richard P. Cushing, Esq. of Gebhardt & Kiefer, or it's subsidiaries has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Richard P. Cushing, Esq. of Gebhardt & Kiefer, or it's subsidiaries, from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Richard P. Cushing, Esq. of Gebhardt & Kiefer, PC, as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service Contract are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A **MOTION** was made by Mrs. Fort to adopt this Resolution, seconded by Mrs. Muir and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / Robert A. Ballard, Jr., Esq.

The following resolution was offered for consideration:

#R-2013-20

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT
FOR MUNICIPAL PROSECUTOR SERVICES**

WHEREAS, the Township of Readington has a need to acquire Municipal Prosecutor services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44a-20.5*; and

WHEREAS, the term "non-fair and open contract," for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19:44A-20.5 et seq.* or in *N.J.S.A. 19:44a-8, et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

Resolution #R-2013-20 cont'd:

WHEREAS, Robert A. Ballard, Jr., Esq. has submitted a proposal indicating he will provide Municipal Prosecutor services for \$150 per hour and non-prosecutorial litigation services for \$190 per hour for a total amount not to exceed the amount appropriated for this service in the approved/adopted budget.

WHEREAS, Robert A. Ballard, Jr., Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Robert A. Ballard, Jr., Esq. has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Robert A. Ballard, Jr., Esq. from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Robert A. Ballard, Jr., Esq. as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service Contract are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A MOTION was made by Mrs. Fort to adopt this Resolution, seconded by Mrs. Muir and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / Scott Mitzner, Esq.

The following resolution was offered for consideration:

#R-2013-21

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
MUNICIPAL PUBLIC DEFENDER SERVICES**

WHEREAS, the Township of Readington has a need to acquire Municipal Public Defender Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44a-20.5*; and

WHEREAS, the term "non-fair and open contract," for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19:44A-20.5 et seq.* or in *N.J.S.A. 19:44a-8, et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

Resolution #R-2013-21 cont'd:

WHEREAS, Scott Mitzner, Esq. has submitted a proposal indicating he will provide Municipal Public Defender Services at a rate of \$105 per hour for a total amount not to exceed the amount appropriated for this service in the approved/adopted 2013 budget.

WHEREAS, Scott Mitzner, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Scott Mitzner, Esq. has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Scott Mitzner, Esq. from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Scott Mitzner, Esq. as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service Contract are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A **MOTION** was made by Mrs. Muir to adopt this Resolution, seconded by Mrs. Fort and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / Britt Simon, Esq.

The following resolution was offered for consideration:

#R-2013-22

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
ALTERNATE MUNICIPAL PUBLIC DEFENDER SERVICES**

WHEREAS, the Township of Readington has a need to acquire Alternate Municipal Public Defender Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44a-20.5*; and

WHEREAS, the term "non-fair and open contract," for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19:44A-20.5 et seq.* or in *N.J.S.A. 19:44a-8, et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

Resolution #R-2013-22 cont'd:

WHEREAS, Britt Simon, Esq. has submitted a proposal indicating he will provide Alternate Municipal Public Defender Services at a rate of \$100 per hour for a total amount not to exceed the amount appropriated for this service in the approved/adopted budget.

WHEREAS, Britt Simon, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Britt Simon, Esq. has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Britt Simon, Esq. from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Britt Simon, Esq. as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service Contract are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A **MOTION** was made by Mrs. Fort to adopt this Resolution, seconded by Mr. Gatti and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / Anthony Rotunno, Esq.

The following resolution was offered for consideration:

#R-2013-23

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
ALTERNATE MUNICIPAL PUBLIC DEFENDER SERVICES**

WHEREAS, the Township of Readington has a need to acquire Alternate Municipal Public Defender Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44a-20.5*; and

WHEREAS, the term "non-fair and open contract," for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19:44A-20.5 et seq.* or in *N.J.S.A. 19:44a-8, et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

Resolution #R-2013-23 cont'd:

WHEREAS, Anthony M. Rotunno, Esq. of Kuchinsky and Rotunno, PC. has submitted a proposal indicating he will provide Alternate Municipal Public Defender Services at a rate of \$95 per hour; and

WHEREAS, Anthony M. Rotunno, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Anthony M. Rotunno, Esq. has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Anthony M. Rotunno, Esq. from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Anthony M. Rotunno, Esq. described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service Contract are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A **MOTION** was made by Mrs. Fort to adopt this Resolution, seconded by Mr. Auriemma and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / Hatch Mott MacDonald

The following resolution was offered for consideration:

#R-2013-24

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR PROFESSIONAL, ENGINEERING AND PROFESSIONAL LAND SURVEYING SERVICES

WHEREAS, the Township of Readington has a need to acquire Professional Engineering and Professional Land Surveying Services as a non-fair and open contract pursuant to the provision of *N.J.S.A. 19:44a-20.5* and

WHEREAS, the term "non-fair and open contract," for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19.44A-20.5 et seq.* or in *N.J.S.A. 19.44a-8, et. seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

Resolution #R-2013-24 cont'd:

WHEREAS, Hatch, Mott and MacDonald, LLC, has submitted a proposal indicating they will provide Professional Engineering and Professional Land Surveying Services for rates as detailed in the contract for a total amount not to exceed the amount appropriated for this service in the approved/adopted budget.

WHEREAS, Hatch, Mott and MacDonald, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Hatch, Mott and MacDonald, LLC has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Hatch, Mott and MacDonald, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file – *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Hatch, Mott and MacDonald, LLC as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service Contract including the rate schedule are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A MOTION was made by Mrs. Fort to adopt this Resolution, seconded by Mr. Auriemma and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / Clarke♦Caton♦Hintz

The following resolution was offered for consideration:

#R-2013-25

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR PROFESSIONAL PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES

WHEREAS, the Township of Readington has a need to acquire Professional Planning and Landscape Architectural Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44a-20.5*; and

WHEREAS, the term “non-fair and open contract,” for the purposes of the law, refers to a Professional Services Contract awarded to a contractor who has not made a political contribution as described in *N.J.S.A. 19:44A-20.5 et seq.* or in *N.J.S.A. 19:44a-8, et seq.*; and

WHEREAS, the Township Administrator has determined and certified in writing that the value of the services may exceed \$17,500; and

Resolution #R-2013-25 cont'd:

WHEREAS, Clarke♦Caton♦Hintz has submitted a proposal indicating they will provide Professional Planning and Landscape Architectural Services for rates as detailed in the contract for a total amount not to exceed the amount appropriated for this service in the approved/adopted 2013 budget.

WHEREAS, Clarke♦Caton♦Hintz has completed and submitted a Business Entity Disclosure Certification which certifies that Clarke♦Caton♦Hintz has not made any reportable contributions to a political or candidate committee in the Township of Readington in the previous one (1) year, and that the contract will prohibit Clarke♦Caton♦Hintz from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes the Mayor to enter into a contract with Clarke♦Caton♦Hintz as described herein; and

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service Contract including the rate schedule are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A MOTION was made by Mrs. Fort to adopt this Resolution, seconded by Mrs. Muir and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / AEIS

The following resolution was offered for consideration:

#R-2013-26

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR
INSPECTION SERVICES FOR THE LAKE CUSHETUNK DAM**

WHEREAS, there exists a need in the Township of Readington for Professional Services; and

WHEREAS, The Local Public Contract Law (*N.J.S.A.40A:11-1 et seq.*) requires that the Resolution hiring a professional for professional services with competitive bids must be publicly advertised.

WHEREAS, the Chief Financial Officer's Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

Resolution #R-2013-26 cont'd:

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Readington as follows:

1. That the following contract has been awarded without competitive bidding as a “Professional Service” in accordance with *N.J.S.A. 40A:11-5(1)(a)* of the Local Public Contract Law because the services rendered or to be performed are by persons authorized by law to practice their profession:

- AEIS (Advanced Engineering & Inspection Services) for inspection services for the Lake Cushetunk Dam at a cost of \$16,250
- Dye Testing & Installation flow monitoring gage at a cost of \$3,500

2. Said contract shall expire on December 31, 2013.

3. Copies of this Professional Service Contract are on file with the Municipal Clerk and are available there for public inspection.

4. This Resolution shall take effect immediately.

A MOTION was made by Mrs. Fort to adopt this Resolution, seconded by Mr. Gatti and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Contract Negotiations / Professional Services / JWS

The following resolution was offered for consideration:

#R-2013-27

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR PROFESSIONAL COMPUTER AND PRINTER MAINTENANCE SERVICES

WHEREAS, the Township of Readington has a need to acquire Professional Computer and Printer Maintenance Services; and

WHEREAS, JWS Computers has submitted a proposal indicating they will provide Professional Computer and Printer Maintenance Services at a rate of \$900 per month (\$10,800 annually) for a total amount not to exceed the amount appropriated for this service in the approved/adopted budget.

WHEREAS, the Chief Financial Officer’s Certification of the availability of funds is on file - *N.J.A.C. 5:30-5.4*) and will be amended to reflect the final approved funds for this purpose upon adoption/approval of the 2013 budget.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, authorizes entering into a contract with JWS Computers as described herein; and

BE IT FURTHER RESOLVED, that said contract shall expire on December 31, 2013; and

BE IT FURTHER RESOLVED, that copies of this Professional Service Contract are on file with the Municipal Clerk and are available there for public inspection; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

A **MOTION** was made by Mrs. Fort to adopt this Resolution, seconded by Mr. Gatti and on Roll Call vote the following was recorded:

Mr. Auriemma - Aye
Mrs. Fort - Aye
Mr. Gatti - Aye
Mrs. Muir - Aye
Mayor Allen - Aye

Contract Negotiations / Professional Services / Princeton Public Affairs Group

The following resolution was offered for consideration:

#R-2013-28

**TOWNSHIP OF READINGTON
RESOLUTION**

WHEREAS, there exists a need in the Township of Readington for Professional Services; and

WHEREAS, the Local Public Contract Law (*N.J.S.A. 40A:11-1 et seq.*) requires that the Resolution hiring a professional for professional services without competitive bids must be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Readington as follows:

1. That the following contract has been awarded without competitive bidding as a "Professional Service" in accordance with *N.J.S.A. 40A:11-5(1) (a)* of the Local Public Contract Law because the services rendered or to be performed are by persons authorized by law to practice their profession:
 - Princeton Public Affairs Group (PPAG) to represent the Township on all governmental relations matters relating to the Township's legislative and regulatory matters at a rate of \$250 per hour not to exceed \$5,000.
2. Said contract shall expire on January 31, 2014.
3. Copies of this Professional Service Contract are on file with the Municipal Clerk and are available there for public inspection.
4. This Resolution shall take effect immediately.

A **MOTION** was made by Mrs. Fort to adopt this Resolution, seconded by Mr. Auriemma and on Roll Call vote the following was recorded:

Mr. Auriemma - Aye
Mrs. Fort - Aye
Mr. Gatti - Aye
Mrs. Muir - Aye
Mayor Allen - Aye

Contract Negotiations / Developers Agreement / Ridge Road Realty (Block 38, Lots 54.11, 54.12 & 54.02)

A **MOTION** was made by Mr. Auriemma to approve the form of Developers Agreement as amended, seconded by Mrs. Muir and on Roll Call vote the following was recorded:

Mr. Auriemma - Aye
Mrs. Fort - Aye
Mr. Gatti - Aye
Mrs. Muir - Aye
Mayor Allen - Aye

Contract Negotiations / Rights-of-Way Use Agreement / Sunesys

A **MOTION** was made by Mrs. Muir to approve form of the Agreement, seconded by Mr. Auriemma and on Roll Call vote the following was recorded:

Mr. Auriemma - Aye
Mrs. Fort - Aye
Mr. Gatti - Aye
Mrs. Muir - Aye
Mayor Allen - Aye

The following ordinance was offered for introduction:

AN ORDINANCE AUTHORIZING A LICENSING AGREEMENT BETWEEN THE TOWNSHIP OF READINGTON AND SUNESYS, LLC TO PERMIT THE INSTALLATION, USE AND MAINTENANCE OF TELECOMMUNICATIONS FACILITIES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR THE PURPOSE OF PROVIDING TELECOMMUNICATIONS SERVICES

Ordinance #001-2013

WHEREAS, SUNESYS, LLC ("*Sunesys*"), a Delaware limited liability company authorized to do business in New Jersey, with offices located at 202 Titus Avenue, Warrington, Pennsylvania is authorized to provide local exchange and interexchange telecommunications services throughout the State of New Jersey pursuant to an Order issued by the New Jersey Board of Public Utilities ("NJBP") in Docket No. TE00040261, dated May 2001; and

WHEREAS, *Sunesys* has requested consent of the Township of Readington ("Township") to use and occupy certain public rights-of-way located within the Township for the purpose of constructing, installing, operating, repairing, maintaining and replacing a telecommunications system, which consists of the laying of fiber optic cable; and

WHEREAS, *Sunesys* desires to build its facilities in designated portions of the Township's right-of-ways, by attaching said facilities on or in existing utility infrastructure, ie. poles or underground conduit, thus causing minimal disruption to the Township and its residents, and has agreed to abide by the Township's current and future policies and rules regarding placement of facilities in the public right-of-ways; and

WHEREAS, the Township Committee of the Township of Readington believes that granting such municipal consent, with certain conditions, will be beneficial to both the municipality and citizens of the Township of Readington, including commercial and industrial taxpayers within the Township, as it will help provide advanced telecommunication services to these citizens; and

WHEREAS, the Township is authorized to enact this ordinance pursuant to N.J.S.A. 40:67-6, et seq. and N.J.S.A. 48:17-10 through 48:17-12 et seq.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF READINGTON AS FOLLOWS:

SECTION 1. DEFINITIONS

For the purposes of this Ordinance:

"BPU" means the New Jersey Board of Public Utilities.

Ordinance #001-2013 cont'd:

"Facilities" means fiber optic wires and wanting tape, cables, handholds, ducts, pipe, markers, underground conduits, manholes or other structures or appurtenances that allow delivery of telecommunications services.

"Law" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders or other requirements of the Municipality, State of New Jersey or other governmental agency or entity having joint or several jurisdiction over the parties to this Licensing Agreement, in effect either as of the effective date or at any time during the presence of Sunesys in the public right- of- ways.

"Person" means an individual, corporation, a limited liability company, a general or limited partnership, a joint venture, a business trust, or any other form of business entity or association.

"Public right-of-way(s)" (also "public right(s)-of way") means the areas devoted to passing under, over, on or through public utilities located upon or within a public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which the Township holds a property interest or exercises rights of management or control.

"Public Utility" means any public utility defined in N.J.S.A. 48:2-13.

"Sunesys" means the grantee of rights under this Ordinance and is known as Sunesys LLC, its successors and/or assigns.

"Township" is the Township of Readington, County of Hunterdon, State of New Jersey.

"Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable transport of analog or digital signals for telecommunications originated or terminated inside and/or outside of the Readington Township local service area.

SECTION 2. SCOPE OF LICENSE

(a) Subject to the terms of this Ordinance and the License Agreement which is on file with the Township, the Township Committee hereby authorizes and agrees to grant a non- exclusive license to *Sunesys* to place facilities in or on existing utility infrastructure, ie. poles or underground conduit, within those portions of public right-of-ways within the Township which are owned and/or within the jurisdictional control of the Township, for the purpose of providing services, as shown by the maps provided by *Sunesys*, a copies of which are file with the Township Clerk. The Township's consent to this license shall be "non-exclusive", meaning that other companies may request and receive licenses from the Township for the same purpose as this Ordinance.

(b) No other services, other than telecommunications services as described herein, will be provided without the express consent of the Township, which must be memorialized in an amendment to this ordinance and a written agreement.

(c) Nothing in this license shall be deemed to grant, convey, create or vest in *Sunesys* a real property interest in land, including any fee, leasehold interest, easement or any other form of interest or ownership.

SECTION 3. CONSTRUCTION OBLIGATIONS

(a) *Sunesys* shall be subject to the police powers of the Township, other governmental powers, the Township's rights as a property owner under state and federal laws and all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title of record which may affect the public right-of-ways. *Sunesys* is subject to Township requirements and federal and state rules in connection with the construction, expansion, reconstruction, maintenance or repair of facilities in the public right-of-ways.

(b) *Sunesys* shall place certain facilities underground according to applicable Township requirements.

Ordinance #001-2013 cont'd:

(c) At least ten (10) business days prior to the start of any construction or placement of its intended facilities within the Township's public right of ways, *Sunesys* shall notify the Township through its Construction Code Official, Township Engineer, Police Dept. and Director of Public Works. At the Township's request, *Sunesys* shall furnish the Township with accurate and complete information relating to the construction, reconstruction, removal, maintenance, operation and repair of the facilities to be performed by *Sunesys* in the public right-of-ways. If any information furnished is erroneous as to the location of facilities, and reliance on this information results in construction delays or additional expenses, *Sunesys* shall be liable for the cost of delays and the additional expenses.

(d) The construction, expansion, reconstruction, excavation, use, maintenance and operation of *Sunesys*' facilities and property are subject to applicable Township requirements and governing law:

(1) *Sunesys* shall perform excavations and other construction in the public right-of-ways in accordance with all applicable Township requirements and in a workmanlike manner. *Sunesys* shall minimize interference with the use of public and private property and shall follow the construction directions given by the Township, including coordination with the police department for traffic safety requirements in a manner which shall cause the least disturbance to the public, as well as compliance with the Township's noise control ordinances.

(2) When *Sunesys* completes construction work, it shall promptly restore the public right-of-way in accordance with applicable Township requirements. If determined necessary by the Township Engineer and/or Director of Public Works, prior to the start of any construction, *Sunesys* shall obtain a performance bond for the benefit of the Township to secure *Sunesys*' performance of all work within the public right-of- ways, including the restoration of the public right-of-ways disturbed by the work, in the amount required by Township ordinances then in effect. The performance bond shall remain in effect until the Township Engineer and Director of Public Works have approved the restoration. *Sunesys* may excavate only for the construction, installation, expansion, repair, removal and maintenance of *Sunesys*' facilities.

(3) The Township may require *Sunesys* to allow attachment of another provider's facilities to its poles and conduits, in accordance with Township ordinances, state and federal law. Further, prior to attachment by *Sunesys*, *Sunesys* shall ascertain which other providers may have facilities attached to the poles *Sunesys* wishes to use and shall give 30 days notice to such other providers. The Township has previously authorized similar agreements with others; therefore, *Sunesys* shall check with the Township for a list of providers and agreements to determine whether or not they cover the same facilities and/or public rights of way that *Sunesys* wishes to utilize. *Sunesys*' use of the poles is further subject to items (a) and (b) below. The Township agrees to request future providers to give notice to *Sunesys* no later than 30 days prior to the attachment by the provider and these attachments shall:

- (a) be subject to space availability; and
- (b) not interfere with *Sunesys*' use of its facilities. Nothing in this section shall relieve any other person, agency or utility from liability for damage to the facilities.

(4) *Sunesys* shall furnish the Director of Public Works with construction plans and maps showing the routing of new construction at least 30 days before beginning construction that involves an alteration to the surface or subsurface of the public right-of-way. *Sunesys* may not begin construction until the plans and drawings have been approved in writing by the Director of Public Works.

(5) For construction that involves a minor alteration to the surface or subsurface of the public right-of-way, and does not involve the routing of new facilities, the Director of Public Works shall implement a streamlined permitting process of less than 10 days.

(6) If the Director declares an emergency and requests the removal or abatement of facilities, by written notice, *Sunesys* shall remove or abate its facilities by the deadline provided in the Director's request. *Sunesys* the Township shall cooperate to the extent possible to assure continuity of service. If *Sunesys*, after facsimile and telephone notice, fails or refuses to remove or abate *its* facilities by the date provided in the Director's request, the Township may remove or abate the facility, at the sole cost and expense of *Sunesys*,

Ordinance #001-2013 cont'd:

without paying compensation to *Sunesys* and without the Township incurring liability for damages.

(7) *Sunesys* may not excavate the pavement of a street or public right-of-way without first complying with Township requirements and any other applicable law.

(e) *Sunesys* shall pay all applicable permitting and inspection fees established by ordinance at the time of construction related to its construction in the public rights-of-way.

(f) *Sunesys* may utilize, if feasible, existing or abandoned conduit of other utilities, subject to approval of the utility.

SECTION 4. CONDITIONS OF RIGHT-OF-WAY OCCUPANCY.

(a) In the exercise of governmental functions, the Township has first priority over all other uses of the public right-of-ways. The Township reserves the right to cables and conduits, and to do underground and overhead work, and attachment, restructuring or changes in aerial facilities in, across, along, over or under a public street, alley or right-of-way occupied by *Sunesys*, and to change the curb, sidewalks or the grade of streets and roads.

(b) If, during the term of the license, the Township authorizes abutting landowners to occupy space under the surface of any public street, alley or right-of-way, the grant to an abutting landowner shall be subject to the rights of *Sunesys* described in this ordinance. If the Township closes or abandons a public right-of-way that contains a portion of *Sunesys* facilities, the Township shall convey the land in the closed or abandoned public right of way subject to the rights of *Sunesys* described in this Ordinance.

(c) If the Township gives written notice, *Sunesys* shall, at *Sunesys*' expense, temporarily or permanently, remove, relocate, change or alter the position of *Sunesys*' facilities that are in the public right-of-ways within 120 days. The Township shall give notice whenever the Township has determined that removal, relocation, change or alteration is reasonably necessary for the construction, operation, repair, maintenance or installation of a Township or other governmental entity's public improvement in the public rights-of-way. This section shall not be construed to prevent *Sunesys*' recovery of the cost of relocation or removal from private third parties who initiate the request for relocation or removal or from governmental entities that have funds authorized for the payment of the relocation or removal costs. In the event of joint relocation projects, *Sunesys* shall be responsible for its proportionate share of the relocation costs.

(d) During the term of the license, *Sunesys* may, if necessary, trim trees and vegetation in or over the right-of-ways for the safe and reliable operation, use and maintenance of its network. However, all tree trimming shall be performed in accordance with standards promulgated by the Township and not without 10 days' notice given to the Township and adjacent property owners. When ordered by the Township Engineer, Construction Code Official, or Director of Public Works, *Sunesys* shall undertake, tree and vegetation trimming under the supervision of the Township.

(e) *Sunesys* shall temporarily remove, raise or lower its aerial facilities to permit the moving of houses or bulky structures, if the Township gives written notice of no less than 72 hours. The expense of the temporary rearrangement shall be paid by the party or parties requesting and benefitting from the temporary rearrangement. *Sunesys* may require prepayment or prior posting of a bond from the party requesting the temporary move.

SECTION 5. INDEMNITY AND INSURANCE.

(a) During the term of this license, *Sunesys* shall be liable for the acts or omissions of an entity used by *Sunesys*, including an affiliate, when the entity is involved directly or indirectly in the construction and installation of *Sunesys*' facilities. The acts or omissions of the entity shall be considered the acts or omissions of *Sunesys*.

Ordinance #001-2013 cont'd:

(b) *Sunesys* shall, and agrees to, defend, indemnify and hold the Township harmless against all damages, cost, loss or expense arising out of, incident to, concerning or resulting from the negligence or willful misconduct of *Sunesys*, its agents, employees, or subcontractors, in the performance of activities under this Ordinance for:

- (1) the repair, replacement, or restoration of Township property, equipment, materials, structures and facilities which are damaged, destroyed or found to be defective; and
- (2) any and all claims, demands, suits, causes of action, and judgments for:
- (3) damage to or loss of the property of any person including, but not limited to *Sunesys*, its agents, officers, employees and subcontractors, the Township's agents, officers and employees, and third parties; and
- (4) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person including but not limited to the agents, officers and employees of *Sunesys*, *Sunesys'* subcontractors, the Township, and third parties, no matter how, or to whom, the loss may occur.

(c) The Director or Township Administrator shall give prompt written notice to *Sunesys* of any claim for which the Township seeks indemnification. *Sunesys* shall have the right to investigate, defend and compromise these claims subject to the Township Attorney's prior approval.

(d) *Sunesys* shall, at its sole expense, provide and maintain a comprehensive liability insurance policy with: (1) a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein; (2) extended public liability insurance coverage, in an amount not less than \$500,000 for personal injury and \$500,000 for property damage, specifically naming the Township of Readington as co-insured; (3) statutory workers compensation and employer's liability insurance in an amount not less than \$500,000.00 and (4) an excess liability policy (or "umbrella") policy in the amount of Five Million Dollars (\$5,000,000.00); or an equivalent means of providing the Township protection from the activities of *Sunesys*, its officers, employees, agents, or contractors, relative to this license. Original certificates of insurance with endorsements effecting this coverage shall be delivered to the Township Administrator/Clerk of the Township within forty-five days after the execution date of this license and at least 10 days prior to the commencement of any work pursuant to this License. Renewals shall be delivered to the same place not less than 10 days before the expiration date of the certificate(s). The insurance certificates shall clearly state all of the following:

(1) The policy number, name of the insurance company; name and address of the agent or authorized representative; name, address and telephone number of the insured; project name and address; policy expiration date and specific coverage amounts;

(2) The Township shall receive thirty (30) days' notice prior to cancellation; and

(3) That *Sunesys'* insurance is primary with respect to any other valid or collectible insurance that the Township may possess, including any self-insured retentions the Township may have; and any other insurance the Township does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.

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

SECTION 6. RECORDS

(a) *Sunesys* shall keep complete and accurate as-built maps and drawings, construction drawings and specifications. The aforementioned records shall provide for separate and specific identification of those facilities located in the public right-of-ways and shall be kept and maintained within the township limits of Readington. *Sunesys* shall also supply the Township Engineer with complete and accurate copies of its as-built drawings and maps which identify those facilities which are located on the public right-of-ways.

Ordinance #001-2013 cont'd:

(b) The Township shall have the right, at reasonable times and with reasonable notice, to inspect the maps, construction drawings and specifications held by *Sunesys*. *Sunesys* shall fully cooperate in making available its maps, construction drawings, and specifications for inspection.

(c) The Township shall maintain confidentiality of all competitively sensitive information to the extent allowed by law.

SECTION 7. NOTICE

(a) The Township Engineer and Director of Public Works of Readington are the Township official responsible for the administration of this ordinance. *Sunesys* shall direct questions concerning construction to the Director of Public Works. All other questions regarding the interpretation or application of this Ordinance shall be addressed to the Township Engineer.

(b) All notices to the Township shall be to:

Township Clerk
Township Of Readington
509 Route 523
Whitehouse Station, NJ 08889

or to any other address as the TOWNSHIP may designate from time to time by written notice.

(c) All notices to *Sunesys* shall be sent to:

Sunesys, LLC
185 Titus Avenue
Warrington, PA 18976
Attn: Senior Counsel

With a copy to:
Sunesys Right of Way Manager
200 Titus Ave, Warrington, PA 18976

or to any other address *Sunesys* may designate from time to time by written notice, and as set forth in the License Agreement on file with the Township.

SECTION 8. ASSIGNMENT

The license approved by this Ordinance shall not be assigned without the express consent of the Township Committee of the Township of Readington, except that *Sunesys* may assign its rights under this Ordinance and License Agreement to another provider who has a municipal consent from the Township or to a parent, subsidiary, affiliate or successor entity without the Township's consent, so long as the parent, subsidiary, affiliate or successor (1) assumes all obligations of *Sunesys* under this Ordinance and the License Agreement; (2) is bound to the same extent as *Sunesys*; and (3) is under common ownership and control with *Sunesys*. Consent to a transfer of interest, which is made in the ordinary course of business, shall not be unreasonably denied by the Township.

SECTION 9. TERMINATION

(a) The License Agreement approved by this Ordinance may be terminated by *Sunesys* by delivering written notice to the Township at least sixty days before the effective date of termination, provided *Sunesys* ceases provision of Telecommunications Services within the sixty day period.

(b) In the event of termination by *Sunesys* under this section, unless otherwise agreed to in writing by the Township, *Sunesys* shall remove its facilities from the licensed public properties and shall restore those public rights-of-way disturbed by the removal so that they are left in the same condition as before. If it is anticipated that removal might cause such a disturbance, the Township may require *Sunesys* to post a performance bond to cover the restoration costs in the event

Ordinance #001-2013 cont'd:

Sunesys does not perform according to this agreement. Such performance bond shall remain in place until the Township Engineer or Director of Public Works determines that the restoration has been performed in a manner satisfactory to the Township.

(c) The Township may terminate of the license approved by this Ordinance by delivering written notice to *Sunesys* at least 30 days prior to the effective date of such termination, if *Sunesys* fails to abide by the terms of this Ordinance and/ or the License Agreement and does not cure such failure within 45 days after written notice from the Township; or *Sunesys* is found to be offering services not allowed by this license and does not cease to offer such services within 45 days after receipt of written notice from the Township.

SECTION 10. TERM, RENEWAL AND AMENDMENTS

(a) This license is granted for a term of ten (10) years, beginning on the effective date of this Ordinance or the date the License Agreement is signed by all parties, whichever occurs later.

(b) *Sunesys* has an option to renew this license for an additional ten (10) years on the same terms and conditions, provided it has fully complied with all material terms and conditions in this Ordinance and the License Agreement. *Sunesys* must file a written notice to the Township of its election to exercise the renewal option at least six (6) months prior to expiration of the original term of this license.

(c) *Sunesys* or its successors or assignees and the Township shall begin good faith negotiations for a new license no later than nine (9) months before the expiration of this license. If on the expiration date of this license no new licensing agreement has been executed, the Township of Readington may (1) purchase the facilities at the fair market value, (2) request *Sunesys* to remove the facilities; or (3) allow *Sunesys* to abandon the facilities.

SECTION 11. INCORPORATION OF THE APPLICATION AND AGREEMENT The terms of *Sunesys*' letter application for this license are hereby incorporated in this Ordinance, together with the license agreement between *Sunesys* and the Township. The letter application and license agreement and other relevant writings submitted by *Sunesys* are made a part hereof and shall remain on file with the Township Clerk's office.

SECTION 12. MUNICIPAL COSTS.

As a condition of the License Agreement, *Sunesys* shall be responsible for the reimbursement of the reasonable costs incurred by the Township in connection with *Sunesys*' request for the Township's consent to install and maintain its telecommunications system within the Township, including, but not limited to, the Township's professionals' fees for the review of *Sunesys*' maps, plans and application materials authorizing its execution. Professional fees shall be reimbursed at the hourly rates set forth in the professional service agreements on file with the Township. *Sunesys* shall post a \$1,000 escrow with the Township to cover the review costs. Any unused escrow shall be returned to *Sunesys* and the Township may require *Sunesys* to replenish the escrow if it reaches \$50.00 and the amount posted is insufficient to cover the anticipated remaining review costs.

SECTION 13. COMPLIANCE WITH LAWS. Notwithstanding anything to the contrary in this Ordinance or the License Agreement, each party shall ensure that any and all activities it performs pursuant to this Ordinance and the Agreement complies with all applicable federal, state and local laws and regulations.

SECTION 14. WAIVER OF BREACH. The waiver by either party of any breach or violations of any provisions of the License Agreement or this Ordinance shall not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of the same or any other provision of the License Agreement or this Ordinance.

SECTION 15. AUTHORIZATION

The Mayor, Deputy Mayor and Township Clerk/ Administrator are hereby authorized to sign the License Agreement and any other documents necessary to implement this Ordinance.

Ordinance #001-2013 cont'd:

SECTION 16. SEVERABILITY.

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, then such portion shall be deemed a separate, distinct and independent provision, severable from the remainder of this Ordinance, and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION 17. EFFECTIVE DATE

This Ordinance shall become effective immediately upon adoption and publication according to Law, but shall be void if *Sunesys* does not enter into the License Agreement with the Township acknowledging and agreeing to abide by the terms of this Ordinance and, further, providing proof that the applicable utilities company(ies) have agreed to the use of its (their) poles for the purposes expressed in *Sunesys'* application to the Township for this license.

A **MOTION** was made by Mrs. Muir to introduce this ordinance, seconded by Mrs. Fort and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

The Public Hearing was scheduled for February 19, 2013 at 8:00 p.m.

Contract Negotiations / Rights-of-Way Use Agreement / United Federal Data

A **MOTION** was made by Mrs. Fort to approve form of the Agreement, seconded by Mr. Auriemma and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

The following ordinance was offered for introduction:

AN ORDINANCE AUTHORIZING A LICENSING AGREEMENT BETWEEN THE TOWNSHIP OF READINGTON AND UNITED FEDERAL DATA, LLC TO PERMIT THE INSTALLATION, USE AND MAINTENANCE OF TELECOMMUNICATIONS FACILITIES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR THE PURPOSE OF PROVIDING TELECOMMUNICATIONS SERVICES

Ordinance #002-2013

WHEREAS, UNITED FEDERAL DATA, LLC ("*UFD*"), a Pennsylvania limited liability company authorized to do business in New Jersey, with offices located at 30 North Queen Street, Lancaster, Pennsylvania is authorized to provide local exchange and interexchange telecommunications services throughout the State of New Jersey pursuant to an Order issued by the New Jersey Board of Public Utilities ("*NJBPU*") in Docket No. TE12070645, dated September 13, 2012; and

WHEREAS, *UFD* has requested consent of the Township of Readington ("*Township*") to use and occupy certain public rights-of-way located within the Township for the purpose of constructing, installing, operating, repairing, maintaining and replacing a telecommunications system, which consists of the laying of fiber optic cable; and

Ordinance #002-2013 cont'd:

WHEREAS, UFD desires to build its facilities in designated portions of the Township's right-of-ways, by attaching said facilities on or in existing utility infrastructure, ie. poles or underground conduit, thus causing minimal disruption to the Township and its residents, and has agreed to abide by the Township's current and future policies and rules regarding placement of facilities in the public right-of-ways; and

WHEREAS, the Township Committee of the Township of Readington believes that granting such municipal consent, with certain conditions, will be beneficial to both the municipality and citizens of the Township of Readington, including commercial and industrial taxpayers within the Township, as It will help provide advanced telecommunication services to these citizens; and

WHEREAS, the Township is authorized to enact this ordinance pursuant to N.J.S.A. 40:67-6, et seq. and N.J.S.A. 48:17-10 through 48:17-12 et seq.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF READINGTON AS FOLLOWS:

SECTION 1. DEFINITION

For the purposes of this Ordinance:

"BPU" means the New Jersey Board of Public Utilities.

"Facilities" means fiber optic wires and warning tape, cables, handholds, ducts, pipe, markers, underground conduits, manholes or other structures or appurtenances that allow delivery of telecommunications services.

"Law" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders or other requirements of the Municipality, State of New Jersey or other governmental agency or entity having joint or several jurisdiction over the parties to this Licensing Agreement, in effect either as of the effective date or at any time during the presence of UFD in the public right- of- ways.

"Person" means an individual, corporation, a limited liability company, a general or limited partnership, a joint venture, a business trust, or any other form of business entity or association.

"Public right-of-way(s)" (also "public right(s)-of way") means the areas devoted to passing under, over, on or through public utilities located upon or within a public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which the Township holds a property interest or exercises rights of management or control.

"Public Utility" means any public utility defined in N.J.S.A. 48:2-13.

"UFD" means the grantee of rights under this Ordinance and is known as United Federal Data LLC, its successors and/or assigns.

"Township" is the Township of Readington, County of Hunterdon, State of New Jersey.

"Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable transport of analog or digital signals for telecommunications originated or terminated inside and/or outside of the Readington Township local service area.

Ordinance #002-2013 cont'd:

SECTION 2. SCOPE OF LICENSE

(a) Subject to the terms of this Ordinance and the License Agreement which is on file with the Township, the Township Committee hereby authorizes and agrees to grant a non-exclusive license to *UFD* to place facilities in or on existing utility infrastructure, ie. poles or underground conduit, within those portions of public right-of-ways within the Township which are owned and/or within the jurisdictional control of the Township, for the purpose of providing services, as shown by the maps provided by *UFD*, a copies of which are file with the Township Clerk. The Township's consent to this license shall be "non-exclusive", meaning that other companies may request and receive licenses from the Township for the same purpose as this Ordinance.

(b) No other services, other than telecommunications services as described herein, will be provided without the express consent of the Township, which must be memorialized in an amendment to this ordinance and a written agreement.

(c) Nothing in this license shall be deemed to grant, convey, create or vest in *UFD* a real property interest in land, including any fee, leasehold interest, easement or any other form of interest or ownership.

SECTION 3. CONSTRUCTION OBLIGATIONS

(a) *UFD* shall be subject to the police powers of the Township, other governmental powers, the Township's rights as a property owner under state and federal laws and all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title of record which may affect the public right-of-ways. *UFD* is subject to Township requirements and federal and state rules in connection with the construction, expansion, reconstruction, maintenance or repair of facilities in the public right-of-ways.

(b) *UFD* shall place certain facilities underground according to applicable Township requirements.

(c) At least ten (10) business days prior to the start of any construction or placement of its intended facilities within the Township's public right of ways, *UFD* shall notify the Township through its Construction Code Official, Township Engineer, Police Dept. and Director of Public Works. At the Township's request, *UFD* shall furnish the Township with accurate and complete information relating to the construction, reconstruction, removal, maintenance, operation and repair of the facilities to be performed by *UFD* in the public right- of-ways. If any information furnished is erroneous as to the location of facilities, and reliance on this information results in construction delays or additional expenses, *UFD* shall be liable for the cost of delays and the additional expenses.

(d) The construction, expansion, reconstruction, excavation, use, maintenance and operation of *UFD*'s facilities and property are subject to applicable Township requirements and governing law:

(1) *UFD* shall perform excavations and other construction in the public right-of-ways in accordance with all applicable Township requirements and in a workmanlike manner. *UFD* shall minimize interference with the use of public and private property and shall follow the construction directions given by the Township, including coordination with the police department for traffic safety requirements in a manner which shall cause the least disturbance to the public, as well as compliance with the Township's noise control ordinances.

(2) When *UFD* completes construction work, it shall promptly restore the public right-of-way in accordance with applicable Township requirements. If determined necessary by the Township Engineer and/or Director of Public Works, prior to the start of any construction, *UFD* shall

Ordinance #002-2013 cont'd:

obtain a performance bond for the benefit of the Township to secure *UFD's* performance of all work within the public right-of-ways, including the restoration of the public right-of-ways disturbed by the work, in the amount required by Township ordinances then in effect. The performance bond shall remain in effect until the Township Engineer and Director of Public Works have approved the restoration. *UFD* may excavate only for the construction, installation, expansion, repair, removal and maintenance of *UFD's* facilities.

(3) The Township may require *UFD* to allow attachment of another provider's facilities to its poles and conduits, in accordance with Township ordinances, state and federal law. Further, prior to attachment by *UFD*, *UFD* shall ascertain which other providers may have facilities attached to the poles *UFD* wishes to use and shall give 30 days notice to such other providers. The Township has previously authorized similar agreements with others; therefore, *UFD* shall check with the Township for a list of providers and agreements to determine whether or not they cover the same facilities and/or public rights of way that *UFD* wishes to utilize. *UFD's* use of the poles is further subject to items (a) and (b) below. The Township agrees to request future providers to give notice to *UFD* no later than 30 days prior to the attachment by the provider and these attachments shall:

- (a) be subject to space availability; and
- (b) not interfere with *UFD's* use of its facilities. Nothing in this section shall relieve any other person, agency or utility from liability for damage to the facilities.

(4) *UFD* shall furnish the Director of Public Works with construction plans and maps showing the routing of new construction at least 30 days before beginning construction that involves an alteration to the surface or subsurface of the public right-of-way. *UFD* may not begin construction until the plans and drawings have been approved in writing by the Director of Public Works.

(5) For construction that involves a minor alteration to the surface or subsurface of the public right-of-way, and does not involve the routing of new facilities, the Director of Public Works shall implement a streamlined permitting process of less than 10 days.

(6) If the Director declares an emergency and requests the removal or abatement of facilities, by written notice, *UFD* shall remove or abate its facilities by the deadline provided in the Director's request. *UFD* the Township shall cooperate to the extent possible to assure continuity of service. If *UFD*, after facsimile and telephone notice, fails or refuses to remove or abate *its* facilities by the date provided in the Director's request, the Township may remove or abate the facility, at the sole cost and expense of *UFD*, without paying compensation to *UFD* and without the Township incurring liability for damages.

(7) *UFD* may not excavate the pavement of a street or public right-of-way without first complying with Township requirements and any other applicable Law.

(e) *UFD* shall pay all applicable permitting and inspection fees established by ordinance at the time of construction related to its construction in the public rights-of-way.

Ordinance #002-2013 cont'd:

(f) *UFD* may utilize, if feasible, existing or abandoned conduit of other utilities, subject to approval of the utility.

SECTION 4. CONDITIONS OF RIGHT-OF-WAY OCCUPANCY.

(a) In the exercise of governmental functions, the Township has first priority over all other uses of the public right-of-ways. The Township reserves the right to cables and conduits, and to do underground and overhead work, and attachment, restructuring or changes in aerial facilities in, across, along, over or under a public street, alley or right-of-way occupied by *UFD*, and to change the curb, sidewalks or the grade of streets and roads.

(b) If, during the term of the license, the Township authorizes abutting landowners to occupy space under the surface of any public street, alley or right-of-way, the grant to an abutting landowner shall be subject to the rights of *UFD* described in this ordinance. If the Township closes or abandons a public right-of-way that contains a portion of *UFD* facilities, the Township shall convey the land in the closed or abandoned public right of way subject to the rights of *UFD* described in this Ordinance.

(c) If the Township gives written notice, *UFD* shall, at *UFD*'s expense, temporarily or permanently, remove, relocate, change or alter the position of *UFD*'s facilities that are in the public right-of-ways within 120 days. The Township shall give notice whenever the Township has determined that removal, relocation, change or alteration is reasonably necessary for the construction, operation, repair, maintenance or installation of a Township or other governmental entity's public improvement in the public rights-of-way. This section shall not be construed to prevent *UFD*'s recovery of the cost of relocation or removal from private third parties who initiate the request for relocation or removal or from governmental entities that have funds authorized for the payment of the relocation or removal costs. In the event of joint relocation projects, *UFD* shall be responsible for its proportionate share of the relocation costs.

(d) During the term of the license, *UFD* may, if necessary, trim trees and vegetation in or over the right-of-ways for the safe and reliable operation, use and maintenance of its network. However, all tree trimming shall be performed in accordance with standards promulgated by the Township and not without 10 days' notice given to the Township and adjacent property owners. When ordered by the Township Engineer, Construction Code Official, or Director of Public Works, *UFD* shall undertake, tree and vegetation trimming under the supervision of the Township.

(e) *UFD* shall temporarily remove, raise or lower its aerial facilities to permit the moving of houses or bulky structures, if the Township gives written notice of no less than 72 hours. The expense of the temporary rearrangement shall be paid by the party or parties requesting and benefit posting of a bond from the party requesting the temporary move.

SECTION 5. INDEMNITY AND INSURANCE.

(a) During the term of this license, *UFD* shall be liable for the acts or omissions of an entity used by *UFD*, including an affiliate, when the entity is involved directly or indirectly in the construction and installation of *UFD*'s facilities. The acts or omissions of the entity shall be considered the acts or omissions of *UFD*.

(b) *UFD* shall, and agrees to, defend, indemnify and hold the Township harmless against all damages, cost, loss or expense arising out of, incident to, concerning or resulting from the negligence or willful misconduct of *UFD*, its agents, employees, or subcontractors, in the performance of activities under this Ordinance for:

- (1) the repair, replacement, or restoration of Township property, equipment, materials, structures and facilities which are damaged, destroyed or found to be defective; and

Ordinance #002-2013 cont'd:

(2) any and all claims, demands, suits, causes of action, and judgments for:

(3) damage to or loss of the property of any person including, but not limited to *UFD*, its agents, officers, employees and subcontractors, the Township's agents, officers and employees, and third parties; and

(4) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person including but not limited to the agents, officers and employees of *UFD*, *UFD*'s subcontractors, the Township, and third parties, no matter how, or to whom, the loss may occur.

(c) The Director or Township Administrator shall give prompt written notice to *UFD* of any claim for which the Township seeks indemnification. *UFD* shall have the right to investigate, defend and compromise these claims subject to the Township Attorney's prior approval.

(d) *UFD* shall, at its sole expense, provide and maintain a comprehensive liability insurance policy with: (1) a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein; (2) extended public liability insurance coverage, in an amount not less than \$500,000 for personal injury and \$500,000 for property damage, specifically naming the Township of Readington as co-insured; (3) statutory workers compensation and employer's liability insurance in an amount not less than \$500,000.00 and (4) an excess liability policy (or "umbrella") policy in the amount of Five Million Dollars (\$5,000,000.00); or an equivalent means of providing the Township protection from the activities of *UFD*, its officers, employees, agents, or contractors, relative to this license. Original certificates of insurance with endorsements effecting this coverage shall be delivered to the Township Administrator/Clerk of the Township within forty-five days after the execution date of this license and at least 10 days prior to the commencement of any work pursuant to this License. Renewals shall be delivered to the same place not less than 10 days before the expiration date of the certificate(s). The insurance certificates shall clearly state all of the following:

(1) The policy number, name of the insurance company; name and address of the agent or authorized representative; name, address and telephone number of the insured; project name and address; policy expiration date and specific coverage amounts;

(2) The Township shall receive thirty (30) days' notice prior to cancellation; and

(3) That *UFD*'s insurance is primary with respect to any other valid or collectible insurance that the Township may possess, including any self-insured retention the Township may have; and any other insurance the Township does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.

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

SECTION 6. RECORDS

(a) *UFD* shall keep complete and accurate as-built maps and drawings, construction drawings and specifications. The aforementioned records shall provide for separate and specific identification of those facilities located in the public right-of-ways and shall be kept and maintained within the township limits of Readington. *UFD* shall also supply the

Ordinance #002-2013 cont'd:

Township Engineer with complete and accurate copies of its as-built drawings and maps which identify those facilities which are located on the public right-of-ways.

(b) The Township shall have the right, at reasonable times and with reasonable notice, to inspect the maps, construction drawings and specifications held by *UFD*. *UFD* shall fully cooperate in making available its maps, construction drawings, and specifications for inspection.

(c) The Township shall maintain confidentiality of all competitively sensitive information to the extent allowed by law.

SECTION 7. NOTICE

(a) The Township Engineer and Director of Public Works of Readington are the Township of is the Township official responsible for the administration of this ordinance. *UFD* shall direct questions concerning construction to the Director of Public Works. All other questions regarding the interpretation or application of this Ordinance shall be addressed to the Township Engineer.

(b) All notices to the Township shall be to:

Township Clerk
Township Of Readington
509 Route 523
Whitehouse Station, NJ 08889

or to any other address as the TOWNSHIP may designate from time to time by written notice.

(c) All notices to *UFD* shall be sent to:

United Federal Data, LLC
Attn: Christopher Lodge
30 North Queen Street, 2nd and 3^d Floors
Lancaster, Pennsylvania 17603

With a copy to:

CGALawFirm
Attn: Andrew M. Paxton, Esq.
CGA Professional Center
135 North George Street
York, Pennsylvania 17401

or to any other address *UFD* may designate from time to time by written notice, and as set forth in the License Agreement on file with the Township.

SECTION 8. ASSIGNMENT

The license approved by this Ordinance shall not be assigned without the express consent of the Township Committee of the Township of Readington, except that *UFD* may assign its rights under this Ordinance and License Agreement to another provider who has a municipal consent from the Township or to a parent, subsidiary, affiliate or successor entity without the Township's consent, so long as the parent, subsidiary, affiliate or successor (1) assumes all obligations of *UFD* under this Ordinance and the License Agreement; (2) is bound to the same extent as *UFD*; and (3) is under common ownership and control with *UFD*. Consent to a transfer of interest, which is made in the ordinary course of business, shall not be unreasonably denied by the Township.

Ordinance #002-2013 cont'd:

SECTION 9. TERMINATION

(a) The License Agreement approved by this Ordinance may be terminated by *UFD* by delivering written notice to the Township at least sixty days before the effective date of termination, provided *UFD* ceases provision of Telecommunications Services within the sixty day period.

(b) In the event of termination by *UFD* under this section, unless otherwise agreed to in writing by the Township, *UFD* shall remove its facilities from the licensed public properties and shall restore those public rights-of-way disturbed by the removal so that they are left in the same condition as before. If it is anticipated that removal might cause such a disturbance, the Township may require *UFD* to post a performance bond to cover the restoration costs in the event *UFD* does not perform according to this agreement. Such performance bond shall remain in place until the Township Engineer or Director of Public Works determines that the restoration has been performed in a manner satisfactory to the Township.

(c) The Township may terminate of the license approved by this Ordinance by delivering written notice to *UFD* at least 30 days prior to the effective date of such termination, if *UFD* fails to abide by the terms of this Ordinance and/or the License Agreement and does not cure such failure within 45 days after written notice from the Township; or *UFD* is found to be offering services not allowed by this license and does not cease to offer such services within 45 days after receipt of written notice from the Township.

SECTION 10. TERM, RENEWAL AND AMENDMENTS

(a) This license is granted for a term of ten (10) years, beginning on the effective date of this Ordinance or the date the License Agreement is signed by all parties, whichever occurs later.

(b) *UFD* has an option to renew this license for an additional ten (10) years on the same terms and conditions, provided *it* has fully complied with all material terms and conditions in this Ordinance and the License Agreement. *UFD* must file a written notice to the Township of its election to exercise the renewal option at least six (6) months prior to expiration of the original term of this license.

(c) *UFD* or its successors or assignees and the Township shall begin good faith negotiations for a new license no later than nine (9) months before the expiration of this license. If on the expiration date of this license no new licensing agreement has been executed, the Township of Readington may (1) purchase the facilities at the fair market value, (2) request *UFD* to remove the facilities; or (3) allow *UFD* to abandon the facilities.

SECTION 11. INCORPORATION OF THE APPLICATION AND AGREEMENT

The terms of *UFD's* letter application for this license are hereby incorporated in this Ordinance, together with the license agreement between *UFD* and the Township. The letter application and license agreement and other relevant writings submitted by *UFD* are made a part hereof and shall remain on file with the Township Clerk's office.

SECTION 12. MUNICIPAL COSTS.

As a condition of the License Agreement, *UFD* shall be responsible for the reimbursement of the reasonable costs incurred by the Township in connection with *UFD's* request for the Township's consent to install and maintain its telecommunications system within the Township, including, but not limited to, the Township's professionals' fees for the review of *UFD's* maps, plans and application materials authorizing its execution. Professional fees shall be reimbursed at the hourly rates set forth in the professional service agreements on file with the Township. *UFD* shall post a \$1,000 escrow with the Township to cover the review costs. Any unused escrow shall be returned to *UFD* and the Township may require *UFO* to replenish the escrow if it reaches \$50.00 and the amount posted is insufficient to cover the anticipated remaining review costs.

Ordinance #002-2013 cont'd:

SECTION 13. COMPLIANCE WITH LAWS. Notwithstanding anything to the contrary in this Ordinance or the License Agreement, each party shall ensure that any and all activities it performs pursuant to this Ordinance and the Agreement complies with all applicable federal, state and local laws and regulations.

SECTION 14. WAIVER OF BREACH. The waiver by either party of any breach or violations of any provisions of the License Agreement or this Ordinance shall not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of the same or any other provision of the License Agreement or this Ordinance.

SECTION 15. AUTHORIZATION

The Mayor, Deputy Mayor and Township Clerk/ Administrator are hereby authorized to sign the License Agreement and any other documents necessary to implement this Ordinance.

SECTION 16. SEVERABILITY.

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, then such portion shall be deemed a separate, distinct and independent provision, severable from the remainder of this Ordinance, and such holding shall not affect the validity of the remaining portions of the Ordinance.

SECTION 17. EFFECTIVE DATE

This Ordinance shall become effective immediately upon adoption and publication according to Law, but shall be void if UFD does not enter into the License Agreement with the Township acknowledging and agreeing to abide by the terms of this Ordinance and, further, providing proof that the applicable utilities company(ies) have agreed to the use of its (their) poles for the purposes expressed in UFD's application to the Township for this license.

A **MOTION** was made by Mrs. Fort to introduce this ordinance, seconded by Mrs. Auriemma and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

The Public Hearing was scheduled for February 19, 2013 at 8:00 p.m.

Contract Negotiations / Sewer Agreement / Fleck (Block 4, Lot 94)

A **MOTION** was made by Mrs. Fort to approve the Agreement for one (1) sewer unit as amended, seconded by Mr. Gatti and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

Attorney-Client Privilege / Executive Session Minutes / December 17, 2012

A **MOTION** was made by Mrs. Muir to approve the Executive Session Minutes of December 17, 2012 for content only, seconded by Mr. Gatti with a vote of ayes all, nays none recorded.

Potential Litigation / JCP&L’s Petition to State of NJ / Motion to Intervene – Township of Marlboro

Mayor Allen stated that this matter remains in Executive Session.

Litigation / Solberg Aviation / Block 48, Lot 23; Block 55, Lot 33; Block 56, Lot 1, 3, 6 & 8; Block 39, Lot 24 and Block 67, Lot 2

Mayor Allen stated that this matter remains in Executive Session.

SWEARING IN OF NEW PATROLMEN

Administrator Mekovetz swore in Probationary Patrolman Peter Serrone.

Administrator Mekovetz swore in Probationary Patrolman Timothy Pittarese.

CONSENT AGENDA:

Mayor Allen read the following statement:

All items listed with an asterisk “*” are considered to be routine by the Township Committee and will be enacted by one motion. There will be no separate discussion of these items unless a committee member or citizen requests, in which event the item will be removed from the General Order of Business and considered in its normal sequence on the agenda.

- * 1. **APPROVAL OF MINUTES** of meeting of December 17, 2012 / December 27, 2012 / January 7, 2013
- * 2. ***Sewer Overpayments***

The following resolution was offered for consideration:

READINGTON TOWNSHIP

HUNTERDON COUNTY, STATE OF NEW JERSEY

RESOLUTION

WHEREAS, there exist several sewer overpayments from 2012, and

WHEREAS, the Sewer Collector desires to apply the following overpayments to the amounts due for 2013 prior to the printing and mailing of the sewer bills:

<u>BLOCK</u>	<u>LOT</u>	<u>AMOUNT</u>
4	71	\$ 7.32
5	6	208.92
17	19	105.00
21.04	508.02	23.68
21.06	201.03	105.00
21.06	302.16	10.00
21.06	502.01	106.15
21.06	507.02	40.00
21.06	507.06	7.61
21.08	4	8.88
21.11	11	40.24
22	40.10 C03	105.25
22	40.10 C05	420.00
23	10	315.00
23	11	105.03
30	13	44.08

Sewer Overpayment Resolution cont'd:

34	36.135	7.89
34	36.136	383.46
34	36.271	105.00
34	36.283	12.96
36	108	30.00
36	133	10.00
37.01	14	105.42
73.02	21	104.51
91	2	13.05
92	2	107.71
95	12.009	104.48
95	12.123	102.63
95	12.145	105.21
95	12.183	10.00
95	12.235	103.73
95	12.253	65.24
95	12.321	100.00
95	12.353	8.31

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Readington that the Sewer Collector is hereby authorized to apply the above-referenced 2012 sewer overpayments to 2013 sewer fees receivable.

* 3. ***Tax Lien Redemption***

The following resolution was offered for consideration:

READINGTON TOWNSHIP
HUNTERDON COUNTY, STATE OF NEW JERSEY
RESOLUTION

WHEREAS, an interested party has paid to the Tax Collector the amount necessary to redeem the lien on Block 30, Lot 7 and,

WHEREAS, it is the desire of the Tax Collector to refund to the lienholder the redemption amount.

NOW THEREFORE BE IT RESOLVED by the Township Committee that the Treasurer be authorized to refund the redemption amount of \$4,642.15, plus a premium paid in the amount of \$4,100.00, known as Tax Sale Certificate #2012-006, to the lienholder, KCC Promised Lands, LLC.

* 4. ***Tax Lien Redemption***

The following resolution was offered for consideration:

READINGTON TOWNSHIP

HUNTERDON COUNTY, STATE OF NEW JERSEY

RESOLUTION

WHEREAS, an interested party has paid to the Tax Collector the amount necessary to redeem the lien on Block 66, Lot 39.02 and,

WHEREAS, it is the desire of the Tax Collector to refund to the lienholder the redemption amount.

NOW THEREFORE BE IT RESOLVED by the Township Committee that the Treasurer be authorized to refund the redemption amount of \$28,257.28, plus a premium paid in the amount of \$8,000.00, known as Tax Sale Certificate #2012-011, to the lienholder, US Bank – Custodian for Pro Capital I, LLC.

- * 5. **Resolution Authorizing State Contract Purchases** (Ford Police Interceptors)

The following resolution was offered for consideration:

#R-2013-30

**TOWNSHIP OF READINGTON
RESOLUTION AUTHORIZING STATE CONTRACT PURCHASES**

WHEREAS, the Township of Readington wishes to purchase (2) Ford Police Interceptors from an authorized vendor under the Cranford Township CO-OP Purchasing Program and

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law, *N.J.S.A. 40A:11-12*; and

WHEREAS, Warnock Ford, 75 Route 10 East Hanover, NJ 07936 has been awarded Cranford Township CO-OP Purchasing Program Contract Bid No. #1 for Ford Police Interceptors for the period one (1) year; and

WHEREAS, the purchasing agent recommends the utilization of this contract on the grounds that it represents the best price available; and

WHEREAS, the actual cost for the purchase of (2) Ford Police Interceptors is expected not to exceed \$55,000.00; and

WHEREAS, the Chief Finance Officer has certified the availability of funds for this contract.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Readington, County of Hunterdon, State of New Jersey, that Warnock Ford be awarded a contract for a (2) Ford Police Interceptors; and

BE IT FURTHER RESOLVED, The Mayor and Township Clerk are hereby authorized to sign the contract documents necessary to effectuate the award of this contract. The Township Attorney shall review any and all contractual documents prepared in furtherance of this award; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

* 6. ***Resolution Supporting the Submission of an Application for the Central Hunterdon Municipal Alliance Grant for 2013***

The following resolution was offered for consideration:

#R-2013-31

***TOWNSHIP OF READINGTON
RESOLUTION***

WHEREAS, the Township Council of Readington, County of Hunterdon, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and,

WHEREAS, the Township Council of Readington, further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Township Council of Readington supports the application of funding from Governor's Council on Alcoholism and Drug Abuse through the County of Hunterdon;

NOW, THEREFORE, BE IT RESOLVED by the Township of Readington, County of Hunterdon, State of New Jersey hereby recognizes the following:

1. The Township of Readington Council does hereby support the submission of an application for the Central Hunterdon Municipal Alliance grant for calendar year 2013 in the amount of \$31,400.00.
2. The Township of Readington Council acknowledges the terms and conditions for the Municipal Alliance grant.

* 7. ***Confirmation of \$420 Sewer User Rate***

* 8. ***Application for Operation of Limousine Business*** (Lisa DeTommaso)

* 9. ***2013 Vacation Carryover***

This following resolution was offered for consideration:

#R-2013-32

***TOWNSHIP OF READINGTON
RESOLUTION***

WHEREAS, Section 8.3 of the *Readington Township Personnel Policies, Practices and Regulations* permits employees to carry over vacation days of the current year, and

WHEREAS, permission to do so must be granted by the Township Committee, and

WHEREAS, current year vacation days carried over into the subsequent year must be used by March 31, and

WHEREAS, the following employees have requested carry-over of the vacation time noted:

WHEREAS, the following employees have requested carry-over of the vacation time noted:

Resolution #R-2013-32 cont'd:

NAME	HOURS
Apgar	2
Ayotte	12
Balogh	19.5
Barczyk	15
Babb	12
Benecci	104
Bolek	32
Brown	16
Clapp	24.5
Crater	60
Dewire	54
Donaruma	67
duFosse	16
Ferriero	36
Gooley	37
Gould	44
Greco	52
Hall	13
Hamrah	21
Hartmann	12
Hoofatt	95
Hudecek	10
Hulcher	36
Jacukowicz	35
Jessemen	8
Kennedy	19
Konn	42
Kovonuk	31.5
Liddane	62.5
Lorenzi	32
Mailler	42
Mastro	51.75
Mayer	2
Parker	21
Przewozny	72
Rindock	36
Rubino	12
Santo	1.5
Stoveken	2
Vurickio	8
Warner	10
Wester	12

* 10. *Refund of Dog License* – DeRidder, Karen (\$15)

* 11. *Payment of Bills* – (Complete bill list is on file in Clerk’s Office)

<u>Fund Description</u>	<u>Fund No.</u>	<u>Received Total</u>
CURRENT FUND	2-01	\$ 51,561.29
CURRENT FUND	3-01	\$1,402,856.23
SEWER APPROPRIATIONS	3-02	\$ 99,619.42
TRUST FUNDS	X-03	\$ 29,638.75
MISC REFUND, COUNTY TAX, LIENS	X-05	\$ 241,462.20
PAYROLL DEDUCTIONS	X-06	\$ 318,548.18
REG. & LOCAL SCHOOL TAX	X-07	\$5,471,303.41
DUE TO STATE OF NJ	X-09	\$ 250.00
TOTAL OF ALL FUNDS		\$7,615,239.48

A **MOTION** was made by Mrs. Fort to approve the Consent Agenda, seconded by Mr. Auriemma and on Roll Call vote the following was recorded:

Mr. Auriemma - Aye
Mrs. Fort - Aye
Mr. Gatti - Aye
Mrs. Muir - Aye
Mayor Allen - Aye

COMMENTS FROM THE PUBLIC for items listed on the agenda only

There were none.

CORRESPONDENCE / OTHER INFORMATION

1. Notice of Public Hearing from Day Pitney LLP, Merck, Sharp & Dohme Corp., regarding ***Consideration of an Application made by Merck, Sharp & Dohme Corp. concerning Property known as Block 4, Lot 99.*** No action taken.
2. Letter dated December 20, 2012 from Stephen R. Kern, Esq., McNeese Wallace & Nurick LLC regarding ***Matter of the Verified Petition of Jersey Central Power & Light Company for Review and Approval of Increases in and other Adjustments to its Rates and Charges for Electric Service, and for Approval of Other Proposed Tariff Revisions in Connect therewith; and for Approval of an Accelerated Reliability Enhancement Program.*** No action taken.
3. Letter dated December 21, 2012 from Frederick W. Giroux, Davis Wright Tremaine LLP regarding ***Adoption of a Protective Order for Comcast Cable Communications, LLC, on Behalf of its Subsidiaries and Affiliates for Determination of Effective Competition.*** No action taken.
4. Resolution from Lora Olsen, Municipal Clerk, West Amwell Township regarding ***Requesting that the NJ Board of Public Utilities Hold Hearings on JCP&L's Response to Hurricane Sandy and Take the Appropriate Actions as May be Authorized.*** No action taken.
5. Notice from Thomas Kowal, Operations Manager, Red 7 Enterprises, LLC regarding ***An Application for Development with the Zoning Board of Adjustment for a Use Variance and Other Variances from the requirements of the Zoning Ordinance, Block 35, Lots 1 & 25, 547 Route 22 East.*** No action taken.
6. Letter dated January 8, 2013 from Jose Rivera-Benitz, Esq. Assistant Deputy Rate Counsel, NJ Division of Rate Counsel regarding ***Comcast Cable Communications, LLC, on behalf of its Subsidiaries and Affiliates for Determination of Effective Competition.*** No action taken.

NEW BUSINESS

1. ***Open Space Plan Update and OSAB Open Space Report***

John Klotz, Chairman of the Open Space Advisory Committee, and Robert Becker gave a slide presentation on current state of open space and presented highlights of their activities along with the future goals of the program.

2. ***Recognition of Volunteers during the Aftermath of Hurricane Sandy***

Mr. Auriemma thanked and presented Certifications of Appreciation to:

<i>Joel Kerwin, OEM Coodinator</i>	<i>Lois Heikkila</i>
<i>Chief Donaruma, OEM Deputy Coordinator</i>	<i>Sue Hyland</i>
<i>BJ Apgar, OEM Deputy Coordinator</i>	<i>John Kalinich</i>
<i>Kevin Anderson, CERT Deputy Coordinator</i>	<i>Ron Komar</i>
<i>Gerry Neuman, Chief, Three Bridges Fire</i>	<i>Jeanne Lavelle</i>
<i>Bill Kaplan, Chief, Readington Fire</i>	<i>Jane Lundy</i>
<i>Henry Lee, Chief, East Whitehouse Fire</i>	<i>Patrick Lundy</i>
<i>Tim Apgar, Chief, Whitehouse Fire</i>	<i>Brad Meinert</i>
<i>Jeff Herzog, Chief, Whitehouse Rescue</i>	<i>Eugene Ngai</i>
<i>Frank Caporelli</i>	<i>Peggy Ngai</i>
<i>Elaine Cronin</i>	<i>Irene Novak</i>
<i>Janet Doerer</i>	<i>James Novak</i>
<i>Joseph Doerer</i>	<i>Rebecca Romano</i>
<i>Charles Drain</i>	<i>Wendy Sheay</i>
<i>Neel Dain</i>	<i>Bob Spielberger</i>
<i>Charles Drain</i>	<i>Keith Steele</i>
<i>Eleanor Eick</i>	<i>Marjorie Thul</i>
<i>Paul Grassie</i>	<i>Leslie Weiss</i>
<i>Jerri May-Grimes</i>	<i>Molly Werner</i>
<i>Lynn Haley</i>	
<i>Dominick Cangelosi, Shady Hollow Farm (donated use of ice truck)</i>	

Mr. Auriemma thanked Administrator Mekovetz for all her support and guidance throughout the aftermath of the storm.

Mayor Allen and the entire Committee also thanked the volunteers for all their dedication.

3. ***An Ordinance to Provide for the Acceptance of Certain Easements on Portions of Block 31, Lot 37 in the Township of Readington, County of Hunterdon and State of New Jersey from Fallone Properties, LLC***

The following ordinance was offered for introduction:

AN ORDINANCE TO PROVIDE FOR THE ACCEPTANCE OF CERTAIN EASEMENTS ON PORTIONS OF BLOCK 31, LOT 37 IN THE TOWNSHIP OF READINGTON, COUNTY OF HUNTERDON AND STATE OF NEW JERSEY FROM FALLONE PROPERTIES, LLC

ORDINANCE #002-2013

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

SECTION 1. In accordance with the N.J.S.A. 40:12-4 and 5 et seq., the Township of Readington hereby accepts the following:

- 1) A stream corridor protection easement on a portion of property known as Block 31, Lot 37 (to become Lot 37.03) in the Township of Readington; and
- 2) An open space preservation easement on portions of property known as Block 31, Lot 37 (to become Lots 37.03 and 37.08) in the Township of Readington.

The aforesaid easements have been dedicated to the Township by Fallone Properties, LLC (hereinafter "Grantor") pursuant to a major site plan approval granted by the Readington Township Planning Board as set forth in Resolution #2012-302, memorialized on June 25, 2012 and as set forth on plans entitled "Preliminary Major Subdivision for Block 31, Lot 37 situated in Readington Township, Hunterdon County, New Jersey" prepared by James J. Mantz, PE & LS, dated April 1, 2011, last revised July 26, 2012. The purpose of the easements is to ensure that the areas covered by them will remain in their natural and existing state in perpetuity, as well as to protect the stream corridor within the subdivision property. There is no public right of use to Readington Township created by these easements; they are subject to access by the Township only for the purposes of inspection and enforcement. The aforesaid easements shall run with the land and be binding on the

Ordinance #002-2013 cont'd:

Grantor and Grantor’s heirs and assigns. They are further described in accordance with the metes and bounds descriptions prepared by James J. Mantz, N.J.P.E. & L.S. Lic. No. 27483, as set forth in the easement documents on file in the office of the Readington Township Clerk, at the Readington Township Municipal Building, 509 Route 523, Whitehouse Station, N.J.

SECTION 2. If the provision of any article, section, subsection, paragraph, subdivision or clause of this Ordinance shall be judged invalid by any Court of competent jurisdiction, such Order or Judgment shall not affect or invalidate the remainder of any such article, section, subsection, paragraph or clause and, to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION 3. This ordinance shall take effect immediately upon final adoption and publication according to law. A copy of the ordinance shall be recorded with the Easement document in the Hunterdon County Clerk’s Office.

A **MOTION** was made by Mrs. Fort to introduce this ordinance, seconded by Mr. Gatti and on Roll Call vote the following was recorded:

- Mr. Auriemma - Aye
- Mrs. Fort - Aye
- Mr. Gatti - Aye
- Mrs. Muir - Aye
- Mayor Allen - Aye

The Public Hearing was scheduled for February 19, 2013 at 8:00 p.m.

4. ***An Ordinance Amending and Supplementing the Readington Township 2012 Salary Ordinance for Officers and Employees of the Township of Readington***

The following ordinance was offered for introduction:

An Ordinance Amending and Supplementing the Readington Township 2012 Salary Ordinance for Officers and Employees of the Township of Readington

ORDINANCE #003-2013

SECTION 1

GOVERNING BODY AND SUPERVISORY PERSONNEL

MAYOR	per annum	\$9,024
TOWNSHIP COMMITTEE MEMBER	per annum	\$8,191
ADMINISTRATOR/MUNICIPAL CLERK/ DEPUTY REG. OF VITAL STATISTICS/TREASURER/QPA	per annum	\$152,782
ADMINISTRATOR	per annum	\$16,981
Clerk/Deputy Reg. of Vital Stat/Treasurer...per annum		\$135,801
TAX COLLECTOR/TAX SEARCH OFFICER	per annum.	\$73,183
TAX ASSESSOR..(P/T /25/hrs per wk)	per annum.	\$68,976
CONSTRUCTION OFFICIAL	per annum.	\$89,736
COURT ADMINISTRATOR	per annum	\$47,576
LIBRARIAN	per annum	\$1,984
HOUSING LIAISON AND ADMINISTRATIVE AGENT	per annum	\$65,493
CHIEF OF POLICE	per annum	\$121,496
RECREATION DIRECTOR	per annum	\$48,000
CHIEF FINANCIAL OFFICER	per annum	\$103,499
DIRECTOR OF PUBLIC WORKS, BUILDINGS, GROUNDS & PARKS	per annum	\$104,564
ROAD SUPERINTENDENT, BUILDINGS, GROUNDS & PARKS	per annum	\$95,751
PLANNING & ZONING COORDINATOR/ SECRETARY TO ENVIRONMENTAL COMMISSION	per annum	\$71,760

Ordinance #003-2013 cont'd:

Planning & Zoning Coordinator	per annum	\$67,475	
Secretary to Environmental Commission	per annum	\$4,285	
FIRE OFFICIAL/ LAND USE ADMIN.	per annum		\$84,484
SUPERVISOR OF ADMIN. SERVICES/	per annum	\$56,715	\$57,915
REGISTRAR	per annum	\$1,200	

SECTION 2
CLERICAL (CONFIDENTIAL) PERSONNEL

RECEPTIONIST	per annum..	\$31,371	\$33,364
SECRETARY TO TWP ADMINISTRATOR\DEPUTY REGISTRAR	per annum	\$34,727	\$39,070
DEPUTY MUNICIPAL CLERK/SEWER			
ADVISORY COMMITTEE SECRETARY	per annum	\$49,678	\$53,985
ADMINISTRATIVE ASSISTANT/RANK VI	per annum	\$41,178	\$61,349

SECTION 3
CLERICAL PERSONNEL

CLERK/TRANSCRIBER	per annum	\$33,159	\$42,395
OFFICE ASSISTANT	per annum	\$25,894	\$37,915
DEPUTY TAX COLLECTOR (40 HRS/WK)	per annum	\$43,784	\$64,767
ACCOUNTS PAYABLE CLERK	per annum	\$37,528	\$51,207
ADMINISTRATIVE ASSISTANT, TAX ASSESSOR	per annum	\$39,478	\$50,378
TECHNICAL ASSISTANT	per annum	\$43,784	\$55,295
DEPUTY COURT ADMINISTRATOR	per annum	\$39,281	\$50,902
FINANCIAL SECRETARY	per annum	\$42,927	\$51,535
FLOATER	per annum	\$36,793	\$45,092

SECTION 4
TECHNICAL PERSONNEL

SUB-CODE OFFICIAL PLUMBING & MECH (PART TIME)	per hour		\$44.56
ELECTRICAL SUB-CODE OFFICIAL (PART TIME)	per hour		\$36.91
BUILDING INSPECTOR (PART TIME)	per hour		\$30.60
FIRE SUB-CODE OFFICIAL (PART TIME)	per hour		\$36.91

SECTION 5
ROAD, UTILITY AND MAINTENANCE PERSONNEL
RATES FOR TITLES HELD LONGER THAN ONE YEAR:

DRIVER – LABORER 6	per hour		\$28.41
SR. DRIVER – LABORER 3	per hour		\$31.14
JR. MECHANIC	per hour		\$26.16
MECHANIC	per hour		\$33.36
SR. MECHANIC	per hour		\$36.61
CREW LEADER	per hour		\$35.39
OPERATOR	per hour		\$33.36
WORKING FOREMAN	per hour		\$38.61
SEWER OPERATORS:			
C-1 LICENSE (HOURLY ADDITIONS)	per hour		\$1.00
C-2 LICENSE (HOURLY ADDITIONS)	per hour		\$1.25

RATES FOR GRADES WITHIN TITLES:

LABORER – 1	per hour		\$19.77
LABORER – 2	per hour		\$20.59
DRIVER-LABORER – 1	per hour		\$21.42
DRIVER – LABORER – 2	per hour		\$22.23
DRIVER – LABORER – 3	per hour		\$23.07
DRIVER – LABORER – 4	per hour		\$23.89
DRIVER – LABORER – 5	per hour		\$24.70

Ordinance #003-2013 cont'd:

DRIVER – LABORER – 6	per hour		\$25.53
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SECTION 6
POLICE DEPARTMENT PERSONNEL

POLICE MATRON	per hour	\$7.25	\$31.00
SPECIAL POLICE OFFICER	per hour	\$13.08	\$25.30
PATROLMAN (FIRST YEAR) Certified/Probationary.	per annum		\$56,742
PATROLMAN (SECOND YEAR)	per annum		\$61,296
PATROLMAN (THIRD YEAR)	per annum		\$65,849
PATROLMAN (FOURTH YEAR)	per annum		\$70,405
PATROLMAN (FIFTH YEAR)	per annum		\$74,957
PATROLMAN (SIXTH YEAR)	per annum		\$78,438
PATROLMAN (SEVENTH YEAR)	per annum		\$83,344
PATROLMAN FIRST CLASS	per annum		\$88,244
CORPORAL	per annum		\$90,012
INVESTIGATOR - OVER GRADE	per annum		\$600
PROBATIONARY SERGEANT	per annum		\$92,406
SERGEANT'S BASE SALARY	per annum		\$97,431
SERGEANT FIRST CLASS	per annum		\$100,405
PROBATIONARY LIEUTENANT	per annum		\$98,218
LIEUTENANT	per annum		\$117,848

*Lieutenant contract pending

SECTION 7
PART-TIME PERSONNEL

MUNICIPAL JUDGE	per annum		\$29,274
SUBSTITUTE MUNICIPAL JUDGE	per hour		\$149.12
PUBLIC ASSISTANCE CASE WORKER/ FILING CLERK (33 hrs)	per annum		\$35,204
BOOKKEEPER/PAYROLL CLERK	per annum		\$50,348
MUSEUM ADMINISTRATOR	per hour		\$21.33
ASSISTANT TO THE MUSEUM DIRECTOR	per hour		\$15.69
SCHOOL CROSSING GUARDS	per annum	\$3,778	\$16,668
LIBRARY ASSISTANT	per hour	\$8.27	\$17.45
COURT CLERK	per hour	\$18.00	\$21.95
EXERCISE PROGRAM INSTRUCTOR	per hour	\$12.74	\$30.00
ASSIST. DIRECTOR OF RECREATION (25 hrs-wk)/ DIRECTOR OF SUMMER RECREATION	per annum		\$42,524
SPORTS & TOURNAMENT ASSISTANT	per hour		\$15.30
EMERGENCY MANAGEMENT COORDINATOR	per annum		\$12,368
DEPUTY EMERGENCY MANAGEMENT COORD.	per annum		\$1,000

SECTION 8
SUMMER RECREATION PERSONNEL

SUPERVISOR & ASS'T SUP'V SUMMER PROG	per hour	\$8.25	\$17.73
SUMMER PROG. & SPECIAL PROG. COUNSELOR	per hour	\$8.00	\$12.67
BUS DRIVERS	per hour	\$8.63	\$17.87
CONCESSION STAND ATTENDANT	per hour	\$7.25	\$10.36
SUMMER PUBLIC FACILITIES MAINT. LABORER	per hour	\$7.25	\$14.39

SECTION 9
BUILDINGS, MAINTENANCE AND RECYCLING

PUBLIC FACILITIES MAINTENANCE LABORER	per hour	\$16.09	\$27.56
RECYCLING WORKER	per hour		\$22.19

SECTION 10

Ordinance #003-2013 cont'd:

Rates of compensation provided herein are retroactive to January 1, 2013.

A **MOTION** was made by Mrs. Muir to introduce this ordinance, seconded by Mrs. Fort and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

The Public Hearing was scheduled for February 19, 2013 at 8:00 p.m.

5. **Request to Hold 5K Run on Township Roads on July 28, 2012** – letter dated January 4, 2013 from Ken Staats, VP of Operations, Festival of Ballooning, Inc.

Mayor Allen stated that this 5K Run was approved last year and the Festival of Ballooning is requesting permission to hold the race again this year. Mr. Gatti reported that he did not hear any complaints from last year.

A **MOTION** was made by Mr. Auriemma to approve the request to hold the 5K Run on the Township Roads, seconded by Mr. Gatti and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Nay
Mayor Allen	- Aye

6. **Application for Special Events Permit** – Great American Mud Run / May 4, 2012

Mayor Allen stated that this is a request to hold a Mud Run and it appears they are looking for a location to hold this event in the Mid-Atlantic region. Mayor Allen stated the Committee was given advance notice of this so that the Committee members could research the event. Judging from what he researched, Mr. Gatti expressed concern about the traffic that this event could generate. Mrs. Muir felt that this type of event would not be appropriate in a residential zone. Mrs. Fort concurred that this type of amusement event goes beyond the appropriate use of the airport, in addition to the environmental impact of having to create the water courses.

A **MOTION** was made by Mr. Gatti to deny the permit since it is not appropriate for a residential area, seconded by Mrs. Fort and on Roll Call vote the following was recorded:

Mr. Auriemma	- Aye
Mrs. Fort	- Aye
Mr. Gatti	- Aye
Mrs. Muir	- Aye
Mayor Allen	- Aye

7. **Person-to-Person Transfer of Plenary Retail Consumption License / Mitnick, as Assignee Pirantello, LLC to Melinda M. McPhail**

Administrator Mekovetz stated that when the Readington Roadhouse went bankrupt this license was assigned to Mitnick as the trustee by the court.

The following resolution was offered for consideration:

#R-2013-33

**TOWNSHIP OF READINGTON
RESOLUTION**

WHEREAS, an application has been filed for a Person-to-Person transfer of Plenary Retail Consumption License (#1022-33-002-009), heretofore issued to **Mitnick, as Assignee Pirantello, LLC**; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Readington does hereby approve, effective January 24, 2013, the Person-to Person transfer of the aforesaid Plenary Retail Consumption License to **Melinda M. McPhail** and does hereby direct the Municipal Clerk to endorse the license certificate to the New ownership as follow: “This license, subject to all its terms and conditions, is hereby transferred to **Melinda M. McPhail**, effective January 24, 2013.

A **MOTION** was made by Mr. Gatti to approve the Person-to-Person transfer with an effective date of January 24, 2013, contingent upon the closing, seconded by Mrs. Fort and on Roll Call vote the following was recorded:

Mr. Auriemma - Aye
Mrs. Fort - Aye
Mr. Gatti - Aye
Mrs. Muir - Aye
Mayor Allen - Aye

8. **Resolution Authorizing GSA Contract Purchases** (Watchguard Digital In-car Video Systems)

No action taken on this matter.

* 9. **Resolution Authorizing State Contract Purchases** (Ford Police Interceptors)

This matter was addressed under the Consent Agenda.

* 10. **Resolution Supporting the Submission of an Application for the Central Hunterdon Municipal Alliance Grant for 2013**

This matter was addressed under the Consent Agenda.

* 11. **Confirmation of \$420 Sewer User Rate**

This matter was addressed under the Consent Agenda.

* 12. **Application for Operation of Limousine Business** (Lisa DeTommaso)

This matter was addressed under the Consent Agenda.

- * 13. **2013 Vacation Carryover** – resolution

This matter was addressed under the Consent Agenda.

- * 14. **Refund of Dog License** – DeRidder, Karen (\$15)

This matter was addressed under the Consent Agenda.

ADMINISTRATOR'S REPORT

Administrator Mekovetz reported that Ken Jagel could not accept two appointments made at the Reorganization meeting since he is moving out of the area. Administrator Mekovetz stated there is a recommendation from the Open Space Advisory Board to appoint Linda Cody to fill Ken Jagel's term and appoint Neil Hendrickson as the second alternate.

A MOTION was made to by Mrs. Muir to appoint Linda Cody to the Open Space Advisory Board for a three (3) term to expire 12/31/2015 and to appoint Neil Hendrickson as second alternate for a two (2) year term to expire 12/31/14, seconded by Mr. Gatti with a vote of ayes all, nays none recorded.

ATTORNEY'S REPORT

Attorney Dragan stated that she had nothing further to report.

COMMITTEE REPORTS

Julia Allen

Mayor Allen stated that she had nothing further to report.

Tom Auriemma

Mr. Auriemma stated that he had nothing further to report.

Betty Ann Fort

Mrs. Fort stated that she had nothing further to report.

Frank Gatti

Mr. Gatti stated that he had nothing further to report.

Mrs. Muir

Mrs. Muir requested that Administrator Mekovetz look into a bill for animal services for stray cats.

COMMENTS FROM THE PUBLIC

Jerry Cook asked about ordinances relating to construction of large buildings on property within subdivisions. Mr. Cook commented on cleaning up storm damage in rivers and creeks.

COMMENTS FROM THE GOVERNING BODY

There were none.

As there was no further business, **A MOTION** was made by Mr. Gatti at 9:15 p.m. to adjourn the meeting, seconded by Mrs. Muir with vote of ayes all, nays none recorded.

Respectfully Submitted:

Vita Mekovetz, RMC/MMC/QPA
Municipal Clerk