



**TOWNSHIP OF LONG HILL, MORRIS COUNTY, NJ
TOWNSHIP COMMITTEE
REGULAR SESSION AGENDA
December 11, 2013
7:00 PM EXECUTIVE SESSION; 7:30 PM OPEN SESSION**

A draft of the Township Committee Regular Session Agenda is posted on the Township website at www.longhillnj.us on the Monday preceding the meeting.

STATEMENT OF ADEQUATE NOTICE

“In compliance with the Open Public Meetings Law of New Jersey, adequate notice of this meeting was included in a list of meetings notice which was electronically sent to the Echoes Sentinel, Courier News and Daily Record on January 15, 2013; posted on the bulletin board in the Municipal Building on January 15, 2013 and has remained continuously posted as the required notices under the Statute. In addition, a copy of this notice is and has been available to the public and is on file in the office of the Municipal Clerk.”

EXECUTIVE SESSION

**RESOLUTION 13-365
EXECUTIVE SESSION**

BE IT RESOLVED, pursuant to the Open Public Meetings Act, that the Township Committee of Long Hill Township meet in closed session to discuss the following matters:

Contract Negotiations:

- Long Hill Township Fire Dept.
- PBA
- DPW Contract
- Skyline Pump Station

Pending or Anticipated Litigation:

- COAH/Lounsberry
- Copper Springs/Indoor Soccer

Property Acquisition:

- Eberle
- Kurz

BE IT FURTHER RESOLVED that minutes of this executive session meeting will be released to the public in a timely fashion pursuant to the Open Public Records Act and other applicable laws and regulations.

MOVED by: _____ by the Township Committee of Long Hill Township, that Resolution #13-365 is hereby approved. **SECOND** by: _____.

VOICE VOTE:

OPEN PUBLIC MEETING:

PLEDGE OF ALLEGIANCE

ROLL CALL: Clerk will call the Roll

Boy Scout Proclamations – *in progress*

HPAC ANNUAL REPORT

TURF Discussion

Public Comment for this item only

Please note: to help facilitate an orderly meeting and to permit the opportunity for anyone who wishes to be heard, speakers are asked to limit their comments to 3 minutes.

COMMITTEE LIAISON REPORTS:

DISCUSSION / ACTION ITEMS:

ORDINANCES:

ORDINANCE PUBLIC HEARING/CONSIDERATION OF ADOPTION

**BOND ORDINANCE 322-13
PROVIDING FOR IMPROVEMENT OF THE SANITARY
SEWERAGE SYSTEM IN AND BY THE TOWNSHIP OF
LONG HILL, IN THE COUNTY OF MORRIS, NEW
JERSEY; APPROPRIATING \$4,500,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$4,500,000 BONDS OR
NOTES OF THE TOWNSHIP FOR FINANCING SUCH
APPROPRIATION.**

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

The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by The Township of Long Hill, in the County of Morris, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$4,500,000, said sum being inclusive of all appropriations heretofore made therefore.

For the financing of said improvement or purpose and to meet the said \$4,500,000 appropriation, negotiable bonds of the Township are hereby authorized to be issued in the principal amount of \$4,500,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Township in a principal amount not exceeding \$4,500,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

(a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the improvement of the sanitary sewerage system in and by the

Township, including the reduction of infiltration and inflow and the improvement of the wastewater treatment plant by the installation of influent screening and an ultra-violet disinfection system, together with all structures, site work, equipment, work and materials necessary therefore or incidental thereto, all as shown on and in accordance with the plans and specifications therefore on file or to be filed in the office of the Township Clerk and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose is \$4,500,000.

(c) The estimated cost of said purpose is \$4,500,000.

The following additional matters are hereby determined, declared, recited and stated:

The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Township may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is forty (40) years.

The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Township Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$4,500,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law. An aggregate amount not exceeding \$900,000 for interest on said obligations, costs of issuing said obligations, engineering costs and other items of expense listed in and permitted under Section 40A:2-20 of said Local Bond Law may be included as part of the costs of said improvement and is included in the foregoing estimate thereof.

This bond ordinance authorized obligations of the Township solely for purposes described in paragraph (d) of section 40A:2-7 of said Local Bond Law; and said purposes are in the public interest and are for the health, welfare, convenience or betterment of the inhabitants of the Township and the amounts to be expended for said purposes pursuant to this bond ordinance are not unreasonable or exorbitant and the issuance of the said obligations authorized by this bond ordinance will not materially impair the credit of the Township or substantially reduce its ability to pay punctually the principal of and interest on its debts and supply other essential public improvements and services, and the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey has heretofore made a determination to this effect and caused its consent to be endorsed upon a certified copy of this bond ordinance as passed upon first reading.

All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations.

All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Township at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of said obligations and interest thereon without limitation of rate or amount.

The capital budget or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Township Clerk and are available for public inspection.

This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

OPEN FOR PUBLIC COMMENT

CLOSE PUBLIC COMMENT

MOVED by: _____, that Ordinance 321-13 be finally adopted on second reading
SECONDED by: _____

ROLL CALL VOTE

CONSENT AGENDA RESOLUTIONS:

The following items are considered to be routine by the Township Committee and will be acted upon in one motion. There will be no separate discussion of these items unless a Committee member so requests. In this event, the item will be removed from the Consent Agenda and considered in the normal sequence of the Agenda.

MOVED by: _____ by the Township Committee of Long Hill Township, that Resolution #13-359 through #13-364, and 13-366 are hereby approved.

SECOND by: _____.

ROLL CALL VOTE:

RESOLUTION #13-359
Tax Overpayment Refunds

BE IT RESOLVED: That the Township Committee of the Township of Long Hill upon the advice and recommendation of the Tax Collector does hereby authorize a refund to the following due to overpayment of 2013 taxes:

<u>Block</u>	<u>Lot</u>	<u>Name</u>	<u>Refund:</u>
14602	22	Crisall, Jacqueline/Dominic A.	\$1389.73

772 Meyersville Rd
Gillette, NJ 07933

10411	1	1221 Valley Road. LLC 1221 Valley Road Stirling, NJ 07980	\$8546.63
11804	9.83	Saddington, Edwin G. 51 Brookside Rd Millington, NJ 07946	\$2666.88
13006	22	Millington Savings Bank Lending Dept [H & M Associates] 675 Martinsville Rd Basking Ridge, NJ 07920	\$3395.69

**RESOLUTION #13-360
Tax Refund B. 12807/L. 6**

BE IT RESOLVED: That the Township Committee of the Township of Long Hill upon the advice and recommendation of the Tax Collector, does hereby authorize a refund of 2013 Tax in the amount of \$1379.78 due to Closing overpayment for Block 12807 Lot 6; 178 Bungalow Terrace, to; Tedesco Brothers, LLC, 29 Gillette Rd., Gillette, NJ 07933

**RESOLUTION 13-361
APPROVING PAYMENT OF BILLS**

BE IT RESOLVED, that the Township Committee of the Township of Long Hill does hereby approve the payment of the bills as presented by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that the bills list be appended to the official minutes.

**RESOLUTION 13-362
RATIFYING AGREEMENT BETWEEN THE TOWNSHIP OF LONG HILL & LONG HILL PUBLIC
WORKS ASSOCIATION**

BE IT RESOLVED, by the Township Committee of the Township of Long Hill, County of Morris, State of New Jersey, that it hereby ratifies and affirm the Agreement between the Township of Long Hill and Long Hill Public Works Association for a period of January 1, 2013 to December 31, 2015 and authorize the Mayor and Township Clerk to execute the Agreement.

**RESOLUTION 13-363
APPROVAL AND RELEASE OF REGULAR SESSION MINUTES AND APPROVAL OF
EXECUTIVE SESSION MINUTES (AS REDACTED)**

BE IT RESOLVED, that the Township Committee of the Township of Long Hill does hereby approve and release the Township Committee Minutes of the November 27, 2013 Regular Meeting.

BE IT FURTHER RESOLVED that the Township Committee hereby approves the November 27, 2013 Executive Session Meeting Minutes as redacted by the Township Attorney.

**RESOLUTION 13-364
SERVICE AGREEMENT FOR
EMERGENCY 9-1-1 AND DISPATCHING SERVICES**

WHEREAS, the **Municipality** has a need for radio dispatching services and the **County** has the ability to make the service available, on terms set forth, in consideration of payment as herein provided:

NOW, THEREFORE, it is understood and agreed as follows:

1. The **County** shall provide the following services to the **Municipality** in a continuous, 24-hour per day basis commencing **January 1, 2014** and continuing throughout the term of this agreement:
 - (a) Accept and transmit emergency calls for police, fire, and ambulance vehicles within the territorial jurisdiction of the **Municipality** and activate sirens and/or plectrons and/or pagers when appropriate;
 - (b) Maintain a computer log of all calls dispatched, showing date, time, source, and disposition of each call;
 - (c) Provide event reports, based on the material in the computer log, as requested by corresponding emergency service agency heads of the **Municipality**;
 - (d) Page individual officials of the **Municipality**, to the extent that paging devices are made available to those individuals at the expense of the **Municipality**;
 - (e) Monitor existing municipal government alarm installations where facilities are established therefore at the expense of the **Municipality** and dispatch police, fire, and/or first aid units in response thereto. (The County does not accept private alarm connections).
2. The services listed in paragraph 1 hereof shall be performed by personnel to be hired, paid, and supervised by the Department of Law & Public Safety of the **County** and using physical facilities of the **County**.
3. The **Municipality** agrees to pay the **County** an annual contract amount based on calculations referenced in **Addendum A** which is the annual **Invoice**.
4. This agreement shall take effect on **January 1, 2014** and remain in effect after execution unless terminated by either party. Either party may terminate this Agreement by providing one hundred eighty (180) days written notice to the other party
5. The **Municipality** is solely responsible for the purchase, installation and maintenance of its radio equipment. The **Municipality** shall not purchase, install or replace radio equipment for use on the **County** trunking radio system without prior approval of the **County**.
6. The primary purpose of the County Radio Infrastructure is to satisfy the needs of the County of

Morris, and provision of access to this system by the **County** to the **Municipality** is purely voluntary. Accordingly, the quality of reception in all geographic areas of the County cannot be guaranteed to the **Municipality**. Therefore, the **Municipality** acknowledges that this agreement covers the use of the system as it is established for the County of Morris and the **County** is not obligated to alter the system in any way to improve access in any geographic area within the **County** where reception is inadequate for the purposes of the **Municipality**.

7. The operation of each radio unit shall be in accordance with the rules and regulations of the Federal Communications Commission of the United States, as well as the rules and regulations of the County, as may be in effect at the time of the signing of the agreement or may hereinafter be adopted.
8. The **Municipality** shall participate in the Automatic Vehicle Locator (AVL) mapping system for police patrol vehicles.
9. The **Municipality** agrees to abide by the Morris County Communications Division operational policies that are consistent with current laws, regulations and APCO/CALEA standards.
10. Payments to be made to the **County** by the **Municipality** under paragraph 3 of this agreement shall be made at such time as is agreed upon by the chief fiscal officers of the parties hereto, consistent with statutory and other legal requirements. If there is no agreement between the chief fiscal officers within 90 days of the date of this agreement, or if payment is not made by the municipality within 60 days of the agreed upon date for any payment by the municipality, the County reserves the right, and may terminate services under this agreement.
11. This agreement is subject to the availability of appropriate funds and staff to execute its provisions.
12. This agreement is entered into pursuant to the provisions of N.J.S.A. 40A:65-1 et seq. (Shared Services and Consolidation) and it is the intent of the parties hereto that the provisions hereof shall be construed to give full effect to the legislative intent expressed therein.
13. In addition to the other rights and remedies of the parties herein, the Township of Long Hill agrees to indemnify and hold harmless the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Township of Long Hill's personnel arising out of this Agreement or any of the obligations assumed by the Township of Long Hill hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township of Long Hill is solely or jointly responsible for such liability. In the event it is determined by a Court that the Township of Long Hill shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Township of Long Hill. The Township of Long Hill, upon notice from the County, shall resist and defend, at the expense of the Township of Long Hill, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Township of Long Hill's obligation under this paragraph. In addition to the other rights and remedies of the parties herein, the County agrees to indemnify and hold harmless the Township of Long Hill, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the County arising out of this agreement or any of the obligations assumed by the County hereunder, provided it is determined by a Court

having the appropriate jurisdiction that the County is solely or jointly responsible for such liability. In the event it is determined by court that the County is not solely responsible for said liability, then the County's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County. The County, upon notice from the Township of Long Hill, shall resist and defend, at the expense of the County, such action or proceeding with counsel reasonably satisfactory to the Township of Long Hill. In addition, at its option, the Township of Long Hill may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the County's obligation under this paragraph.

14. The **Municipality** agrees (a) that the law of the State of New Jersey shall be the operative law in this agreement and in any subsequent contract or any related matters; and (b) that the **Municipality** submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this agreement or any subsequent contract based on this agreement. This provision shall govern in spite of language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to the agreement.

15. At the conclusion of the agreement the **County** and **Municipality** will review the existing agreement and determine if any revisions are necessary.

RESOLUTION 13-366

Tax Lien Redemption B. 12806 / L. 24

BE IT RESOLVED: That the Township Committee of the Township of Long Hill upon the advice and recommendation of the Tax Collector does hereby authorize the Redemption of Tax Title Lien # 1264 for Block 12806 Lot 24 dated 11/26/2012 in the amount of \$1543.38 and refund of premium paid in the amount of \$500.00 to: Ridgeback Ventures, LLC , P.O. Box 503, Mount Freedom, NJ 07970.

OLD BUSINESS:

NEW BUSINESS:

Announcements/Correspondence:

- Bear Hunting Season thru Dec. 14, 2013

MEETING OPEN TO THE PUBLIC:

Remarks and Statements Pertaining to Any Matter

ADJOURNMENT

DRAFT

DRAFT