

MANSFIELD TOWNSHIP COMMITTEE MEETING

September 9, 2009

This is a regular meeting of the Mansfield Township Committee. The notice requirements of the law have been satisfied for this meeting by notice to the Star-Gazette and the Express Times of the time, date and location thereof. Notice was also posted on the announcement board located in the Municipal Building.

Roll Call: Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Salute to Flag was done by all.

APPROVAL OF THE MINUTES:

Ms. Nerbak stated that she had corrections and that they were made.

Mr. Baldwin made a motion to approve the minutes from August 26, 2009, which was seconded by Mayor Jewell.

Ayes: Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Nays: None

Abstain: None

Absent: Mr. Tomaszewski

EMERGENCY SERVICES:

Mrs. Clancy asked that the Township Committee meet with the Rescue Squad to discuss the Contract for next year.

Mr. Kobert asked how long the previous contract was for.

Mrs. Clancy stated that the previous contract was for five years.

Mr. Kobert stated that it is possible that the Township Committee may agree to do a one year contract as was done with the DPW and the Fire Companies because of the budget restraints.

Mrs. Clancy stated that that would be fine.

Mr. Baldwin asked how things were working out with the charging of the insurance companies.

Mrs. Clancy stated that it was working out well and that the monies are paying for the employees that are paid during the day.

Mayor Jewell asked Mrs. Clancy to get the requests or proposals to the Township Committee prior to December for the upcoming contract.

Mrs. Clancy stated that would be fine and also that all that the squad is requesting for this year is to remain level with the previous contract which is \$55,000 and that there will be no capitol purchases for next year and the fuel for the vehicles.

Mrs. Clancy explained the status of the squad to the Township Committee.

Mrs. Clancy also explained that there have been a number of inquiries from other municipalities about the services that they are providing by having a partial paid squad.

Mr. Kobert asked when the paid services started within the previous contract.

Mrs. Clancy explained that the paid service began in 2007 and that the amount that is being billed is basically a wash with the paid employee's salaries.

Mrs. Clancy stated that the Emergency Squad is down to 12 volunteers for the midnight shifts and there are 11 employees for the daytime shifts.

Mr. Tomaszewski arrived at the meeting at 7:40.

Mrs. Clancy thanked the Township Committee for their time.

The Township Committee thanked Mrs. Clancy for all that she does.

PAYMENT OF BILLS:

Ms. Nerbak asked about the bill for Shore Cleaning 290593.

Mr. Coppola stated that the bill was for more than one month.

Ms. Nerbak stated that this seemed to be a little bit higher than usual which is why she was asking.

Mr. Coppola gave Ms. Nerbak the Purchase Order to review.

Mr. Tomaszewski asked about the boots and shoes which the bill is one page 4 for someone that is about to retire, but we had a problem with getting someone else boots.

Mr. Tomaszewski stated that he would ask the Chief about this.

Mr. Kobert stated that this is more of a question of policy.

Mr. Watters asked about the tires that were bought for the Explorer and wanted to know how old the vehicle was.

Ms. Hrebenak stated that she believed that the explorer was about 3 years old.

Mr. Baldwin stated that he would check with Mr. Sliker on this.

Mr. Baldwin made a motion to approve the bill list, which was seconded by Ms. Nerbak.

Ayes: Mr. Tomaszewski, Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Nays: None

Abstain: None

Absent: None

Ms. Nerbak made a motion to approve the payment of purchase order 290791, which was seconded by Mr. Baldwin.

Ayes: Mr. Tomaszewski, Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Nays: None

Abstain: None

Absent: None

CFO REPORT:

Mr. Coppola stated that Mr. Watters asked for the report on the animal control and that after the report was printed he realized that there was a savings listed of \$1500 and that number had included the dog licensing program so the actual savings was about \$2000.

Mr. Coppola also stated that in the report he had mentioned that the police budget was down to \$3,500, but that he had applied the insurance refunds and used it as appropriation refunds and this brings that number to \$8,000. Each Committee member has received a copy of the overtime report tonight because this was not prepared prior to the packets going out. Also mentioned in the report is the advertising budget is about \$500 and change.

Mr. Coppola stated that the phone company is about a \$200 savings for phone services.

Mr. Coppola stated that there will be a meeting to go over the energy audit recommendations and they would like Mr. Mace present for next Tuesday at 9am.

Ms. Nerbak stated that the savings would start to show a pay back in about 3.7 years and the savings would \$22,300 per year if we were to do all of what was recommended.

Mr. Watters asked what if their numbers were not correct.

Mr. Baldwin stated that is why he wanted to do a little at a time.

Ms. Nerbak stated that there was a memo from Joanne Fascenelli about the shredding event and in it she explained that it worked out really well and that there was a total of 1,760 lbs of documents were shredded and will be included in the 2009 tonnage grant and there is a recommendation from her to this on an annual basis.

Mr. Watters asked what the cost was for this.

Ms. Nerbak stated that it cost the township \$1000 which is paid out of the tonnage grant.

Ms. Nerbak stated that at the Solid Waste Advisory Council Meeting everyone was inquiring about the shredding event.

Mr. Coppola stated that the budget requests were being sent out at the end of the month and he should have numbers by the end of October.

CLERKS REPORT:

Ms. Hrebenak stated that correspondence was received about the annual Shade Tree Conference which is being held on October 23-25, 2009 in Cherry Hill if anyone is interested in attending.

Ms. Hrebenak stated that the 2008 annual report for the Domestic Abuse Sexual Assault Crisis center for Warren County if anyone would like to review this it is in the clerk's office.

Ms. Hrebenak stated that there was correspondence received from the state with a DVD for all employees to watch about terrorism awareness and that there was also a flyer received about bear awareness.

Ms. Hrebenak also stated that there was a letter received from Corey Stoner asking for an extension to be granted to the contractor for the Recreation Trails with a project completion date of September 30, 2009.

Mr. Baldwin made a motion to approve extending the contract with Jerry Conover for the Recreation Trails to September 30, 2009, which was seconded by Ms. Nerbak.

Ayes: Mr. Tomaszewski, Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Nays: None

Abstain: None

Absent: None

Ms. Hrebenak stated that there have been requests received from Rebecca Harm, Andrew Coppola, and April McGarity to attend the NJ League of Municipalities.

Mr. Baldwin made a motion to approve attendance for the three requesting to the League, which was seconded by Mayor Jewell.

Ayes: Mr. Tomaszewski, Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Nays: None

Abstain: None

Absent: None

Ms. Hrebenak stated that the next meeting is beyond the 60 day for the award of the wash bay bid and requested that the Committee approve asking the lowest bidder for an extension.

Mr. Baldwin asked that the Municipal Clerk contact the lowest bidder to request an extension.

ENGINEERS REPORT:

Mr. Mace stated that Mr. Wismer met with Mr. Todd and the contractor and the driveway will be being resolved.

Mr. Mace stated that he will speak with Mr. Sliker about the drainage pipe.

Mr. Mace also stated that the case was being reopened for the appliance guy for the issues on the property.

Mr. Mace also stated that he is having issues with the Washington Auto Sales and that we will need to address this with his license that he receives from the township.

Mr. Kobert asked Mr. Mace to write a letter to the owner advising him that the committee has discussed him coming in for a hearing on his license.

Mr. Mace stated that he has already sent a letter to him, but that he would do another letter.

Mayor Jewell stated that he would like the attorney to write the letter on behalf of the Township Committee.

Ms. Hrebenak stated that there was an item that she forgot to mention in her report and that was that the custodian has given his two weeks notice and that his last day would be this Friday.

Mr. Baldwin stated that the position was advertised in the paper.

Mr. Watters stated that the Township could save \$10,000 per year by having the DPW do the job.

Ms. Hrebenak asked what would happen if they were extremely busy and could not get to the building after a court day or any day that there was a meeting here and the bathrooms needed to be cleaned.

Mr. Baldwin stated that the DPW is short on people already.

Mr. Kobert stated that this could be a way to have \$10,000 more dollars to work with and this would be giving the DPW more work.

Mayor Jewell stated that the custodian was making \$10.00 per hour and that the DPW people make more than that does that make sense for money savings.

PUBLIC PORTION:

Mayor Jewell asked if there were any comments from the public, seeing as there were none the public comment portion was closed.

RESOLUTION:

2009-78
SHARE GRANT

WHEREAS, the Governing Body of the Township of Mansfield received notice from the SHARE Program of its eligibility to receive a SHARE Grant in the amount of \$31, 900.00; and WHEREAS, the purpose of the award is to hire a consultant to examine the feasibility of creating a regional police department serving Hackettstown, Mansfield Township and possibly Allamuchy Township.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Governing Body of Township of Mansfield, that the Governing Body does hereby accept the award of \$31,900.00 to hire a consultant to examine the feasibility of creating a regional police department serving Hackettstown, Mansfield Township and Allamuchy Township.

BE IT FURTHER RESOLVED, that the Chief Executive Officer of the Township of Mansfield be and hereby is authorized to execute a Grant Agreement with the New Jersey Department of Community Affairs on behalf of the Township of Mansfield and all other local units that are party to the SHARE Grant Agreement, and upon execution of said Agreement, the Township of Mansfield does not accept the Terms and Conditions specified in the Agreement in connection to this grant award.

Ms. Nerbak made a motion to approve Resolution 2009-78, which was seconded by Mr. Baldwin.

Ayes: Mr. Tomaszewski, Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Nays: None

Abstain: None

Absent: None

2009-79

RESOLUTION

BE IT RESOLVED, by the Township Committee of the Township of Mansfield that the following Tax Sale Certificate having been paid and satisfied in full pursuant to N.J.S.A. 54:5-59. The Mayor and Township Clerk are hereby authorized and directed to endorse same for cancellation, and affix the Township Seal, and have same delivered to the property owner or legal representative pursuant to N.J.S.A. 54:5-55.

TAX SALE CERTIFICATE NUMBER	BLOCK/LOT	AMOUNT
2008-09	2617/11	\$261.62

Assessed To:
Joseph Sheridan

Ms. Nerbak made a motion to approve the passage of Resolution 2009-79, which was seconded by Mr. Watters.

Ayes: Mr. Tomaszewski, Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Nays: None

Abstain: None

Absent: None

2009-80 Resolution for Claim from Mr. Cavannaugh

BE IT RESOLVED, that the Township Committee of the Township of Mansfield authorizes the clerk to deposit the check from the insurance company and also authorizes the attorney to settle with Mr. Cavannaugh and a check be issues as such.

Ms. Nerbak made a motion to approve the passage of Resolution 2009-79, which was seconded by Mr. Watters.

Ayes: Mr. Tomaszewski, Mr. Watters, Ms. Nerbak

Nays: Mr. Baldwin

Abstain: Mr. Jewell

Absent: None

CAPITAL ORDINANCE:

Mayor Jewell opened the public hearing on Capitol Ordinance CA09-08:

ORDINANCE NUMBER – CA-09-08

AN ORDINANCE OF THE TOWNSHIP OF MANSFIELD, WARREN COUNTY, NEW JERSEY, APPROPRIATING \$38,887.52 FOR IMPROVEMENTS TO PUBLIC BUILDINGS – ADDITION OF A WASH BAY

WHEREAS, there is a need to construct a wash bay to meet state stormwater management requirements;

BE IT ORDAINED by the Township Committee of the Township of Mansfield, Warren County, New Jersey, as follows:

1. The amount of \$19,443.76 is hereby appropriated from capital surplus in the general capital fund.
2. The amount of \$19,443.76 is hereby anticipated form the Town of Hackettstown under an interlocal service agreement to share the wash bay.
3. There is no debt incurred by this Ordinance.
4. This ordinance shall take effect immediately after final passage, approval and publication as provided by law.

Mr. Baldwin made a motion to approve the passage of Capitol Ordinance CA09-08 and requested that the results be advertised, which was seconded by Mr. Tomaszewski.

Ayes: Mr. Tomaszewski, Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Nays: None

Abstain: None

Absent: None

ORDINANCE:

Second Reading:

Mayor Jewell opened the public hearing for Ordinance 2009-14:

Mr. Todd stated that he is here to go through all his problems with Comcast and asked that the Township Committee do something to stop them from having the in the township for another 15 years. This is not the best service for all of the residents.

Mr. Kobert stated that there is no way other than to negotiate the best possible contract that can be done. Mr. Kobert also stated that the Township made the best possible deal that could be done with what we had before us.

ORDINANCE 2009-14

AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST OF NORTHWEST NEW JERSEY, LLC., TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN MANSFIELD TOWNSHIP, WARREN COUNTY, NEW JERSEY.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF MANSFIELD TOWNSHIP, AS FOLLOWS:

SECTION 1. PURPOSE OF THE ORDINANCE

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

SECTION 2. DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47

U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

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

SECTION 3. STATEMENT OF FINDINGS

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

SECTION 4. DURATION OF FRANCHISE

The non-exclusive Municipal Consent granted herein shall expire 15 years from the date of expiration of the previous Certificate of Approval issued by the Board.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification

and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

SECTION 5. FRANCHISE FEE

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

SECTION 6. FRANCHISE TERRITORY

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

SECTION 7. EXTENSION OF SERVICE

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

SECTION 8. CONSTRUCTION REQUIREMENTS

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

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

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

SECTION 9. CUSTOMER SERVICE

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

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

SECTION 10. MUNICIPAL COMPLAINT OFFICER

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

SECTION 11. LOCAL OFFICE

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

SECTION 12. PERFORMANCE BONDS

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

SECTION 13. SUBSCRIBER RATES

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

SECTION 14. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

- a. The Company shall continue to provide residents with a system-wide public access channel maintained by the Company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting non-commercial access programming in conformance with the Company's published public access rules.
- b. The Company shall continue to provide a system-wide leased access channel maintained by the Company for the purpose of cablecasting commercial access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.
- c. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other standard channels that the Company transmits.

SECTION 15. COMMITMENTS BY THE COMPANY

- a. The Company shall provide standard installation and basic cable television service on up to 10 outlets at no cost to each school in the Municipality, public and private, elementary, intermediate and secondary, provided the school is within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials, equipment, plus labor basis by the school requesting service. Monthly service charges shall be waived on all additional outlets. All costs for the conversion of non-company authorized outlets to company standards shall be paid by requesting school
- b. The Company shall provide standard installation and basic cable television service at no cost on one (1) outlet to the Municipal building and to each police, fire, and emergency management and Department of Public Works facility, and public library or future library in the Municipality, provided that the facilities are located within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials, equipment, plus labor basis by the Municipality. Monthly service charges shall be waived on all additional outlets.
- c. The Company shall provide standard installation and one free non-networked Internet connection and service via high-speed cable modem in each public library building and all public and private schools. Connections are to be located in areas accessible to students and community use and cannot be restricted to administrative use. All facilities must be located within 200 feet of active cable plant.

- d. The Company shall provide standard installation and one free non-networked Internet connection at the following locations: Municipal building on Port Murray Road; the Department of Public Works facility located at 1710 Rt. 57; the Police sub station facility located at 1710 Rt. 57; and, if by written request from the township at any time during the term of this renewal, at the DPW location on Port Murray Road.
- e. Within 180 days of the issuance of a renewal Certificate of Approval by the BPU the Company shall provide to the municipality a one-time grant for access-related needs in the amount of \$30,000.

SECTION 16. EMERGENCY USES

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

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

SECTION 17. LIABILITY INSURANCE

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

SECTION 18. INCORPORATION OF THE APPLICATION

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

SECTION 19. COMPETITIVE EQUITY

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

SECTION 20. SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

SECTION 21. THIRD PARTY BENEFICIARIES

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

SECTION 22. EFFECTIVE DATE

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

Ms. Nerbak made a motion to adopt Ordinance 2009-14 and requested that the results be advertised, which was seconded by Mr. Baldwin.

Mr. Baldwin stated that he is very proud of the work that was done by himself and Mr. Kobert for the township.

Ayes:, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Nays: Mr. Tomaszewski, Mr. Watters

Abstain: None

Absent: None

Mayor Jewell opened the floor for comment on Ordinance 2009-15, seeing as there were no comments the public comment portion was closed.

ORDINANCE 2009-15

ORDINANCE TO CANCEL CAPITAL ORDINANCES OF THE TOWNSHIP OF MANSFIELD, COUNTY OF WARREN, STATE OF NEW JERSEY

WHEREAS, the Township of Mansfield did adopt the following Ordinances; and

WHEREAS, all purchases and agreements have been completed and there remains unexpended balances of \$21,915.66; and

BE IT ORDAINED by the Township Committee of the Township of Mansfield, that the unexpended balances of such ordinances be cancelled as follows:

Cancellation of fully funded improvement authorizations by the Capital Improvement Fund are cancelled back to the Capital Improvement Fund. Cancellation of other funded

improvements are cancelled to General Capital Fund Balance. Unfunded improvement authorizations are cancelled against Deferred Charges to Future Taxation – Unfunded.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mansfield, that the following ordinances in the amounts of \$21,915.66 be and the same are hereby canceled to Capital Surplus

Ordinance 2003-07 Acquisition of Land DPW - \$21,127.66
Ordinance 2007-08 Computer Equipment - \$788.00

Mr. Baldwin made a motion to approve the passage of Ordinance 2009-15 and requested that the results be advertised, which was seconded by Mr. Watters.

Ayes: Mr. Tomaszewski, Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell
Nays: None
Abstain: None
Absent: None

Mayor Jewell opened the floor for public comment on Ordinance 2009-16, seeing as there were no comments the public comment portion was closed.

ORDINANCE 2009-16
TOWNSHIP OF MANSFIELD
WARREN COUNTY, NEW JERSEY

ORDINANCE AUTHORIZING THE PRIVATE SALE OF CERTAIN LAND OWNED BY THE
TOWNSHIP OF MANSFIELD, WARREN COUNTY, NEW JERSEY KNOWN AS BLOCK 2810
LOTS 15 & 16

WHEREAS, the following property owned by the Township of Mansfield is not needed for public purposes;

Block 2810 Lot 15 & 16

and

WHEREAS, Muriel E. Manning, a contiguous owner of property to Block 2810 Lot 15 & 16 has offered the assessed value of said property, \$3,400, to purchase the same; and

WHEREAS, all other contiguous owners have been offered the same price and have shown no interest in purchasing the same;

WHEREAS, it is in the best interest of the Township of Mansfield to sell this property at private sale to Muriel E. Manning;

Whereas, pursuant to N.J.S.A. 40A:12-13.2, the Township has offered contiguous property owners the right of first refusal for the sale of real property which is less than the minimum size

required for development under the municipal zoning ordinance and is without any capital improvements thereon.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the Mayor and Township Committee of the Township of Mansfield, County of Warren, State of New Jersey, as follows:

1. Block 2810 Lot 15 & 16 on the Tax Map of the Township of Mansfield is not needed for public purposes.
2. The Mayor and Clerk of the Township of Mansfield, in consideration of and receipt of the sum of \$3,400.00 to be paid in hand by Muriel E. Manning, shall and are hereby authorized to convey title and execute such further documents deemed necessary by the Municipal Attorney to satisfactorily transfer Block 2810 Lot 15 & 16 as depicted on the Tax Map of the Township of Mansfield, said property to be conveyed subject to existing encumbrances, liens, zoning regulations, easements, other restrictions, such facts as an accurate survey would reveal and any present assessments for the construction of improvements benefiting said property.
3. This Ordinance shall become effective immediately upon publication as required by law.

Mr. Watters made a motion to approve the passage of Ordinance 2009-16 and requested that the results be advertised, which was seconded by Mr. Tomaszewski.

Ayes: Mr. Tomaszewski, Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Nays: None

Abstain: None

Absent: None

COMMITTEE PERSON COMMENTS:

Ms. Nerbak stated that she and Mr. Baldwin, Mr. Cruts, and Mrs. Margolin met with the Contractor for the walking trail and the request was made earlier to extend the contractor's deadline.

Mr. Baldwin stated that the salt contract is down \$4.00 from last year and that PEOSHA was here and inspected and there were a couple of issues with the recreation building that will be fixed.

Mr. Tomaszewski asked about the report from the Chief for the time that was used.

Mr. Kobert stated that it was his understanding that the Chief would be meeting with the FOP and then the letter would be submitted to the Township Committee after that meeting.

Mr. Kobert stated that the Chief should be requested to attend the township meetings on a quarterly basis.

The Township Committee agreed that this would be a good idea.

Mr. Baldwin made a motion to have Chief Ort come to the next meeting, which was seconded by Mayor Jewell.

Ayes: Mr. Tomaszewski, Mr. Watters, Mr. Baldwin, Ms. Nerbak, Mayor Jewell

Nays: None

Abstain: None

Absent: None

Mr. Kobert asked Ms. Hrebenak to let the Chief know that the township committee requested his attendance at the next meeting.

Ms. Hrebenak stated that she was notified today that the police written exam is going to be held on November 4, 2009.

Mr. Kobert asked how long the results take.

Ms. Hrebenak stated that she was not sure how long it takes to get the results, but that she thought it was a number of weeks. She stated that she would speak to the Chief in the morning.

Mr. Baldwin explained why the Police Chief and DPW Supervisor do not attend the meetings at this point and explained that they were told if they needed to attend to speak to the Township Committee if they needed to have a discussion with the Township Committee or if the Township Committee needs them in attendance.

Mr. Watters had nothing to report.

Mr. Baldwin stated that there were dates being set up and he explained to them that until there is something in writing going over what is being requested that he will not be meeting with them. He also explained that he is not sure how the police is set up because Mr. Tomaszewski has not let him know how things were set up.

Mr. Tomaszewski stated that he would be requesting the information from the FOP prior to the meeting which will be held on Wednesday September 23 at 9:00 and 9:30 am with the FOP.

Ms. Nerbak stated that the DARC would like to come in to discuss Green Dot.

Mayor Jewell asked for the clerk to call them and schedule for an October meeting.

Mr. Baldwin made a motion to adjourn at 8:50.