



Township of Holland
IN
HUNTERDON COUNTY

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Draft Agenda-Business to the extent known

HOLLAND TOWNSHIP COMMITTEE
REGULAR MEETING AGENDA
December 16, 2014

MEETING CALLED TO ORDER BY

If you haven't already done so, please turn off or silence all electronic equipment

FLAG SALUTE

"At this time, I would like to invite the audience to join the Committee in reciting the Pledge of Allegiance"

CLERK READS OPEN PUBLIC MEETING STATEMENT

Adequate notice of this meeting was given pursuant to the open public meeting act, by the Township Clerk on **December 19, 2013** by:

- 1) posting such notice on the bulletin board at the municipal building and on the Holland Twp website
- 2) mailing the same to the Hunterdon County Democrat and the Express-Times.

APPROVAL OF MINUTES OF THE: 2014 Regular Meeting /and Executive Session

APPROVAL OF BILLS AS SUBMITTED

REMINDER/ANNOUNCEMENT-

The Holland Township Committee will re-organize on Tuesday January 6, 2015 at 7:00 p.m.

OLD BUSINESS FROM TOWNSHIP COMMITTEE

-ORDINANCE 2014-12 -Public Hearing/Final Adoption-Condemnation or Eminent Domain
(Public Hearing notice was published December 4, 2014)

ORDINANCE 2014-12

**ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN INTERESTS
IN REAL PROPERTIES BY NEGOTIATION, PURCHASE, CONDEMNATION
OR EMINENT DOMAIN**

WHEREAS, the Gridley Circle Pumping Station (the "Pumping Station") is needed to push sewage from certain areas of Holland Township (the "Township") uphill to Route 519 where it can flow by gravity to a treatment plant; and

WHEREAS, during severe rain events, the two pumps located in the Pumping Station are unable to handle the volume of sewage and water going through the Pump Station; and

WHEREAS, the inability of the pumps to handle such high levels of flow jeopardizes the health and welfare of the residents of the Township by possibly allowing raw sewage to back up into the sewer lines and homes;

WHEREAS, the repair, replacement, and servicing of pumps is very costly; and

WHEREAS, upon advice of the Township Engineer, the governing body of the Township has determined that the Pump Station should be eliminated and that the wastewater should be carried to a different location by a gravity line;

WHEREAS, such gravity line must be constructed across certain residential properties designated on the Tax Map of the Township of Holland at Block 10, Lots 1.11, 1.12, 18, and 22;

WHEREAS, the Township, therefore, requires temporary construction easements on the above-referenced properties for the purpose of access and construction of an extension of the sanitary sewer to benefit the Township and permanent sanitary sewer easements on the above-referenced properties for the purpose of maintaining, repairing and replacing sanitary sewer structures, which are more particularly described on Schedule A attached hereto; and

WHEREAS, the Township has attempted in good faith to negotiate the purchase of temporary construction easements for the purpose of access and construction of an extension of the sanitary sewer to benefit the Township and permanent sanitary sewer easements on the above-referenced properties for the purpose of maintaining, repairing and replacing sanitary sewer structures; and

WHEREAS, the Township has come to an agreement with the owners of Block 10, Lot 1.11, but has been unable to come to an agreement with the owners of Lots 1.12, 18, and 22 referenced above regarding the purchase of the required temporary construction and permanent easements; and

WHEREAS, by adoption of this Ordinance the Township authorizes the taking of temporary construction and permanent easements on a portion of each identified privately owned property by condemnation/ eminent domain so that the Township and other entities or agents acting on behalf of the Township shall have access onto, over, and through said privately owned real property for the purpose of taking any and all actions necessary for completing said extension of the sanitary sewer; and

WHEREAS, the Mayor and Committee of the Township further find that a public use and purpose would be served for the benefit of the Township by acquiring certain property interests in the aforesaid properties; and

WHEREAS, the Mayor and Committee are authorized by the New Jersey State Constitution, N.J.S.A. 40A:12-5(a), N.J.S.A. 20:3-1 *et seq.*, and/or any other provision of applicable law to proceed with acquiring certain property interests by condemnation/ eminent domain as long as just compensation is paid for the same.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Committee of the Township of Holland, the County of Hunterdon, as follows:

SECTION 1. The above recitals are incorporated into this section of the Ordinance as if specifically set forth at length herein.

SECTION 2. The Mayor and Committee of the Township of Holland specially authorize studies and proceedings to be commenced in order to evaluate the advisability of exercising the power of Eminent Domain in order to acquire easements on, Block 10, Lots 1.12, 18 and 22 in the Township of Holland, for an amount initially to be determined by way of appraisal and ultimately by voluntary agreement or determination made pursuant to the Eminent Domain Act.

SECTION 3. It is the intent of this Ordinance to allow but not require the exercise of Eminent Domain to acquire the aforesaid properties.

SECTION 4. The Mayor and Committee of the Township of Holland, if advisable, specially authorize any and all necessary and appropriate actions by Township officials including the Mayor, Township Clerk, Township Engineer, Township Attorney, in conjunction with the New Jersey Department of Environmental Protection and/or any other appropriate State or Federal entity, for the taking and obtaining of certain property interests in the properties as set forth herein through negotiation, purchase, or condemnation/eminent domain, including, but not limited to, the hiring of any experts, engaging the services of land surveyors, title insurance companies, appraisers, and any other professional whose services are necessary or appropriate to implement the purposes of this Ordinance, the making of any offer by the Township to the property owner(s) in the full amount of the appraised value of the property interest that the Township seeks to acquire in said property, and to negotiate in good faith with the record owner(s) of the property for its voluntary acquisition in accordance with N.J.S.A. 20:3-6, and in the event that the negotiations for the voluntary acquisition of the property interest are unsuccessful for any reason to commence a condemnation action by the filing of a Verified Complaint and Declaration of Taking, depositing the estimated just compensation with the Clerk of the Superior Court, filing a Lis Pendens, and taking any and all other actions of any administrative or other nature necessary to complete the process contemplated by this Ordinance.

SECTION 5. The portions of properties for which a taking of property interests is authorized by negotiation, purchase, or condemnation/eminent domain pursuant to this Ordinance are located in the Township and listed on the Township tax map, the legal descriptions of which are attached as Schedule A to this Ordinance and specifically incorporated into this Ordinance by reference. The property interests to be acquired are temporary construction easements and irrevocable, perpetual, permanent easements in the properties identified herein.

SECTION 6. All appropriate officials of the Township, including, but not limited, to the Mayor, Township Clerk, Township Engineer, Township Attorney, and any and all experts or others acting on behalf of the Township are authorized by this Ordinance to sign any and all documentation and take any and all action necessary to effectuate the purposes and intention of this Ordinance.

SECTION 7. If a determination is made by a majority vote of the Township Committee of the Township of Holland that the purchase of an easement is more appropriate than the obtaining said property interest through condemnation/eminent domain, then all appropriate officials of the Township, including, but not limited to, the Mayor, Township Clerk, Township Engineer, Township Attorney, and Special Condemnation Attorney are authorized by this Ordinance to sign any and all documentation to effectuate the purchase of the property interests by the Township.

SECTION 8. All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SECTION 9. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 10. This Ordinance shall take effect upon final passage and publication according to law.

LIAISON REPORTS

NEW BUSINESS FROM TOWNSHIP COMMITTEE

-Discussion-Police coverage for Milford

-Award of contract-HVAC service contract at Riegel Ridge Community Center-Supreme Heating and Air Conditioning, Inc. of Middlesex, NJ at the bid price of \$1,760.00 (per year) January 1, 2015- December 31, 2015- This contract was awarded for April 2014-Dec 2014 at the May 6, 2014 meeting. The original quote included April 2014-Dec. 2015. The quote for 2014 was approved, the quote for 2015 was postponed until this meeting.

-RESOLUTION-Approval of 2015 Sewer Rate

RESOLUTION

Approving the 2015 Sewer Rate and Authorizing the Sewer Rent Collector to prepare and send the 2015 Sewer Bills

WHEREAS, the Chief Financial Officer for Holland Township has recommended that the 2015 sewer rate increase by \$_____ per year making the 2015 annual rate \$_____ per unit; and

WHEREAS, the Sewer Collector must prepare the annual billing in a timely fashion.

NOW THEREFORE, BE IT RESOLVED, by the Township Committee of the Township Holland, County of Hunterdon in the State of New Jersey that the Sewer Rent Collector is authorized to prepare and mail the 2015 sewer bills, charging an annual fee of \$_____ per unit.

-RESOLUTION-Sidebar Agreement to the 2011-2014 Police contract

RESOLUTION

SIDE BAR AGREEMENT

WHEREAS, this Agreement is made by and between the Township of Holland (herein the "Township") and Hunterdon County PBA Local 188 (Holland Unit) (herein the "PBA").

WHEREAS, the Township and PBA are parties to a collective negotiations agreement ("2011-2014 CNA") with a term of January 1, 2011 through December 31, 2014; and

WHEREAS, the Township has advised the PBA that it wishes to hire a new officer(s) and does

not want to delay the hiring until after the parties agree to a successor collective negotiations agreement; and

WHEREAS, the Township has also expressed to the PBA that it is seeking to negotiate new salary, vacation, and medical benefits schedules for officers hired on or after December 8, 2014; and

WHEREAS, the PBA recognizes the Department's immediate need for manpower and has expressed a willingness to allow the Township to hire new officers under revised salary, vacation and medical benefits schedules prior to the resolving the successor collective negotiations agreement;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Holland, County of Hunterdon in the State of New Jersey that in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. **Salary:**

- a. All officers hired on or after December 8, 2014 shall be subject to the following salary guide:

Rank	Annual Salary
Academy	\$30,000
Patrolman 10 th Class	\$42,000
Patrolman 9 th Class	\$47,000
Patrolman 8 th Class	\$52,000
Patrolman 7 th Class	\$57,000
Patrolman 6 th Class	\$62,000
Patrolman 5 th Class	\$67,000
Patrolman 4 th Class	\$72,000
Patrolman 3 rd Class	\$77,000
Patrolman 2 nd Class	\$82,000
Patrolman 1 st Class	\$87,000

- b. The Academy Rank applies to new employees who are not already PTC certified and must attend a police academy. An officer who is hired at the Academy Rank shall move to Rank 10 upon graduation from the Academy. Thereafter, such officers shall move to the next Rank after completing one year of service in each Rank.
- c. Officers who are PTC certified when hired may be placed at an appropriate Rank as determined by the Township Committee. Such officers shall move to the next Rank after completing one year of service in each Rank.

2. **Vacation Leave:**

Officers hired on or after December 8, 2014 shall accrue a maximum of 20 paid vacation Days which shall occur on the 15th anniversary of employment with the Township.

3. **Hospital, Medical, and Surgical Insurance:**

The Township will pay the premiums, subject to applicable law, for hospitalization and medical insurance coverage for themselves and their eligible dependents for the SHBP Direct 15 Plan for

officers hired on or after December 8, 2014. Should the Township change carriers, the Township agrees to pay the premiums, subject to applicable law, for hospitalization and medical insurance coverage for officers hired on or after December 8, 2014 and their eligible dependents with benefits and co-pays that are equivalent to the NJ Direct 15 plan for such officers. Such officers may voluntarily choose other plans that are offered through the SHBP or by the Township and shall be responsible to pay the difference between the premium for the applicable Direct 15 plan (i.e., Family, PIC, E+1, or Employee, only), or its equivalent, and the selected plan (if the premium is greater). The Employee may voluntarily choose other plans with a lower premium and higher deductibles if they determine that the plan would be financially beneficial to them. The Employee contribution toward the cost of health benefits will continue as set forth in law.

4. Except as set forth in this Side-Bar Agreement, all terms and conditions set forth in the 2011-2014 CNA, shall remain in full force and effect.

5. The terms of this Side-Bar Agreement shall not be effective unless ratified by the PBA membership and the Township Committee.

6. This Side-Bar shall be deemed null and void if the parties do not voluntarily enter and ratify/approve a successor negotiations agreement.

7. Nothing herein precludes either party from raising any negotiable subject during negotiations for a successor collective negotiations agreement

vacation Leave:

Officers hired on or after December 8, 2014 shall accrue a maximum of 20 paid vacation Days which shall occur on the 15th anniversary of employment with the Township.

-RESOLUTION-Authorization to hire Police Officer

-RESOLUTION- Execution of an Agreement for Professional Services

RESOLUTION

Authorizing the Execution of an Agreement for Professional Services with
Robert F. Heffernan & Associates

WHEREAS, the wastewater pump station at Gridley Circle (the "Pump Station") has deteriorated to a point where it has overflowed and discharged waste water on to neighboring residential property, thereby endangering residents, their children, and pets; and

WHEREAS, a public health emergency exists which requires the Township to replace the Pump Station with a gravity-fed system, which will eliminate the health emergency and allow nearby property owners to enjoy their property without the treatment of wastewater emersion; and

WHEREAS, pursuant to Ordinance #2014-12 the Township is authorized to take the necessary steps to exercise its right to acquire by eminent domain certain easements over portions of the properties known as Lot 10, Blocks 1.11, 1.12, 18 and 22 on the tax map of the Township of Holland, which are more fully described in Ordinance #2014-12, in order to expand a portion of the sanitary sewer and eliminate the need for the failing Gridley Pumping Station providing that negotiations with affected property owners do not lead to an amicable resolution of the amount of compensation to be paid; and

WHEREAS, pursuant to N.J.S.A. 20:3-16, prior to instituting a condemnation action, the Township, “during reasonable business hours, may enter upon any property which it has authority to condemn for the purpose of making studies, surveys, tests, soundings, borings and appraisals, provided notice of the intended entry for such purpose is sent to the owner and the occupant of the property by certified mail at least 10 days prior thereto.”

WHEREAS, there exists a need to enter onto the aforementioned properties to perform “studies, surveys, tests, soundings, borings [and/or] appraisals” in order to determine if exercising the power of eminent domain is advisable and/or to value the sought after easements for the purpose of instituting a condemnation action; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) allows the Township to award contracts for “Professional Services” without competitive bids; and

WHEREAS, the Township solicited bids from appraisers for appraisals on the aforementioned properties; and

WHEREAS, the Township reviewed the proposal submitted by Robert F. Heffernan & Associates and has concluded that Robert F. Heffernan & Associates can provide the required services at a reasonable price; and

WHEREAS, the Mayor and Committee have reviewed the proposed Professional Services Agreement and find that it is in the best interests of the Township to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Committee of the Township of Holland, County of Hunterdon, New Jersey, that the Mayor and Clerk are hereby authorized to execute the Professional Services Agreement between the Township of Holland and Robert F. Heffernan & Associates, in substantially the form attached hereto.

-RESOLUTION-to renew with the Statewide Insurance Fund

**RESOLUTION
STATEWIDE INSURANCE FUND
TO JOIN (RENEW) THE FUND**

WHEREAS, a number of local units have joined together to form the Statewide Insurance Fund (“FUND”), a joint insurance fund, as permitted by N.J.S.A. 40A:10-36, et seq.; and

WHEREAS, the Township of Holland (“LOCAL UNIT”) has complied with relevant law with regard to the acquisition of insurance; and

WHEREAS, the statutes and regulations governing the creation and operation of joint insurance funds contain elaborate restrictions and safeguards concerning the safe and efficient administration of such funds; and

WHEREAS, the LOCAL UNIT has determined that membership in the FUND is in the best interest of the LOCAL UNIT; and

WHEREAS, the LOCAL UNIT agrees to be a member of the FUND for a period of three (3) years, effective from **January 1, 2015** terminating on **January 1, 2018** at 12:01 a.m. standard time; and

WHEREAS, the LOCAL UNIT has never defaulted on claims, if self-insured, and has not been canceled for non-payment of insurance premiums for two (2) years prior to the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee, Township of Holland, County of Hunterdon in the State of New Jersey, that the LOCAL UNIT does hereby agree to join the Statewide Insurance Fund; and

BE IT FURTHER RESOLVED that to the extent required by law, the Local Unit shall provide notice of the Indemnity and Trust Agreement to the Office of the State Comptroller; and

BE IT FURTHER RESOLVED that the LOCAL UNIT will be afforded the following coverage(s) as marked "Yes":

	YES	NO
Workers' Compensation & Employer's Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liability, Property, Crime-Faithful Performance and Fidelity, Inland Marine, Boiler and Machinery, Comprehensive General Liability, Auto Liability, Auto Physical Damages and Professional Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pollution Liability	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Umbrella	<input checked="" type="checkbox"/>	<input type="checkbox"/>

BE IT FURTHER RESOLVED that Municipal Clerk Catherine M. Miller (*name of member employee*) is hereby appointed as the LOCAL UNIT's Fund Commissioner and is authorized to execute the application for membership and the accompanying certification on behalf of the LOCAL UNIT; and

BE IT FINALLY RESOLVED that the LOCAL UNIT's Fund Commissioner is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying the membership in the FUND as required by the FUND's Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said documents shall become effective only upon the LOCAL UNIT's admissions to the FUND following approval of the FUND by the New Jersey Department of Banking and Insurance.

-RESOLUTION- Indemnity and Trust Agreement

RESOLUTION
STATEWIDE INSURANCE FUND
Indemnity and Trust Agreement

THIS AGREEMENT made this 15th day of December 2014, in the County of Hunterdon, State of New Jersey, by and between the Statewide Insurance Fund (hereinafter "FUND"), and the Township of Holland in the County of Hunterdon a duly constituted local unit of government (hereinafter "LOCAL UNIT");

WHEREAS, two or more local units have collectively formed a joint insurance fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the Township of Holland has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND; and

WHEREAS, the Township of Holland has complied with relevant law with regard to the acquisition of insurance;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Holland in the County of Hunterdon, State of New Jersey that it is agreed as follows:

1. The Township of Holland, upon entering the FUND, agrees to be bound by and to accept and comply with each and every provision of the FUND's Bylaws, Risk Management Program, as it applies to the Township of Holland and the applicable statutes and administrative regulations pertaining to joint insurance funds.

2. The Township of Holland agrees to participate in the FUND with respect to those coverage listed in the Township of Holland's "Resolution to Join" in accordance with the FUND's Bylaws and Risk Management Program.

3. The Township of Holland agrees to become a member of the FUND until **January 1, 2018**, at 12:01 a. m. eastern standard time. The commencement date shall be the effective date as established by the FUND's Bylaws and policies.

4. The Township of Holland certifies that it has not been canceled for non-payment of insurance premiums for a period of at least two (2) years prior to the date hereof, or, if self-insured, that it has never defaulted on any claims.

5. In consideration of membership in the FUND, the Township of Holland agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND in accordance with statute and regulation, and by execution hereof the full faith and credit of the Township of Holland is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable statute or regulation.

6. If the FUND, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the Township of Holland agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.

7. The Township of Holland and the FUND agree that the FUND shall hold in trust all monies paid by the Township of Holland to the FUND and those monies will be used in accordance with all applicable statutes, the FUND's Bylaws and the Risk Management Program.

8. If required by the Commissioner of Insurance or applicable statutes or regulations, the FUND shall establish separate trust fund accounts in accordance with N.J.S.A. 40A:10-36, et seq. and any other statutes or regulations that may be applicable. Said trust accounts shall be used solely for the payment of claims made against members of the FUND, excess insurance premiums and/or the

administration of the FUND, or for such other purposes as now or hereunder permitted by statute or regulation.

9. Each LOCAL UNIT which shall become a member of the FUND shall be obligated to execute an agreement similar in form to this Agreement.

10. To the extent required by law, the Township of Holland shall provide notice of this Agreement to the Office of the State Comptroller.

-RESOLUTION-appointing a Risk Management Consultant

RESOLUTION

Appointing Risk Management Consultant

WHEREAS, the Township of Holland (hereinafter “Local Unit”) has joined the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the “Fund”; and

WHEREAS, the Local Unit has complied with relevant law with regard to the appointment of a Risk management Consultant; and

WHEREAS, the “Fund” has requested its members to appoint individuals or entities to that position; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Holland, in the County of Hunterdon and State of New Jersey, as follows:

1. The Holland Township Committee hereby appoints Groendyke Associates its local Risk Management Consultant.
2. The Municipal Clerk, Catherine M. Miller (*authorized representative of the public entity*) and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant’s Agreement for the year 2015 in the form attached hereto.

BUSINESS FROM TOWNSHIP ATTORNEY

MEETING OPEN TO PUBLIC-(speakers will be limited to 3 minutes)

ADJOURN at _____