

**READINGTON TOWNSHIP COMMITTEE
MEETING – November 4, 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

ALSO PRESENT: Administrator Mekovetz, Attorney S. Dragan, Engineer R. O'Brien

ABSENT: Mr. F. Gatti

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>
Lieutenants / PBA Local No. 317 ...	Contract Negotiations.....	Certain information at the discretion of Township Committee tonight...other information will remain confidential
Award of Solid Waste & Recyclable Materials Collection / Hauling / Disposal	Contract Negotiations.....	“ “ “
Executive Session Minutes.....	Attorney-Client Privilege.....	“ “ “
• October 21, 2013		
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 Mr. Auriemma to adopt this resolution, seconded by Mrs. Muir with a vote of ayes all, nays none recorded.

The meeting reconvened at 7:00 p.m.

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

Executive Session:

Contract Negotiations / Lieutenants / PBA Local No. 317

A **MOTION** was made by Mrs. Fort to approve the contract as agreed for a two (2) year period, seconded by Mr. Auriemma and on Roll Call vote the following was recorded:

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

Contract Negotiations / Award of Solid Waste & Recyclable Materials Collection / Hauling / Disposal Service

Attorney Dragan stated that she had reviewed the three (3) garbage bid proposals that were received for the Municipal Contract for (1) Solid Waste and Recycling for residents with a *Pay As You Throw* and recycling with a 95 gallon cart 2) Recycling and Solid Waste pickup at the Public Works facility and 3) Recycling and Solid Waste pickup at six various off site municipal locations. Attorney Dragan summarized the three proposals and reasons for recommending the award to the second lowest bidder, Republic Services of NJ LLC d/b/a Raritan Valley Disposal.

The following resolution was offered for consideration:

#R-2013-98

TOWNSHIP OF READINGTON

WHEREAS, the Township of Readington (hereinafter “Township”) on October 2 , 2013 opened sealed bid proposals from three bidders: Grand Sanitation Services, Inc. (“hereinafter “Grand Sanitation”), Republic Services of New Jersey, LLC d/b/a Raritan Valley Disposal (RVD) (hereinafter “RVD”) and Premier Disposal, Inc. (hereinafter “Premier”) for Solid Waste and Recyclable Materials Collection/Hauling/Disposal Service for a three year period, to commence on January 1, 2014 and ending on December 31, 2016; and

WHEREAS, the lowest bid was submitted by Grand Sanitation in the amount of either \$1,583,233.00 (as calculated by the Township) or \$91,885.00 depending on which calculations are accepted, as set forth below, and the next lowest bid was submitted by Republic Services of New Jersey, LLC, d/b/a Raritan Valley Disposal in the amount of \$1,657,684.00; and

WHEREAS, the Township’s specifications stated that the bid would be awarded to the “lowest responsible bidder”, which according to the New Jersey Local Public Contracts law, N.J.S.A. 40A: 11-2 (27) means the lowest bidder who is both “responsive” and “responsible”, and

WHEREAS, N.J.S.A. 40A: 11-2 defines “responsive” as “conforming in all material respects to the terms, conditions, specifications, legal requirements and other provisions of the request; and

WHEREAS, the New Jersey Local Public Contracts Law N.J.S.A. 40A:11-2 defines “responsible” as “able to complete the contract in accordance with its requirements, including, but not limited to requirements pertaining to experience, moral integrity, operating capacity, financing capacity, credit, and workforce, equipment and facilities availability; and

Resolution #R-2013-98 cont'd:

WHEREAS, the public Notice advertising the bids stated, among other things, that “Bids must be made on the standard proposal forms in the manner designated therein and required by the specifications”. Further, its stated that “All bids must be accompanied by.....all documents required in the bid package”; and

WHEREAS, the Township’s bid submission requirements (Section 3.1D) state that “any bid proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1, et seq., shall be rejected as non-responsive”; and

WHEREAS, the public Notice advertising the bids also provided that the Township Committee “reserves the right to reject any or all bids, to waive any informalities or to accept a bid, which in its judgment and discretion, best serves the interest of the Township”; and

WHEREAS, upon review of the bids, it was determined that the lowest bidder Grand Sanitation contained the following deficiencies:

1. The prices bid for the services were conflicting. On the Township’s summary page form, the total bid price for a three year contract for all services was \$91,885.00. That price did not reconcile with the portion of the forms that provided the breakdown of prices, which when calculated by the Township mathematically, per page, appear to equal a total price of \$1,583,233.00 (i.e. “total breakdown price”) for three years, for all services (this total has not been confirmed by Grand Sanitation). The conflicting prices were due to the quotes given for a) the three year rate for Residential pick-up of solid waste and recycling, which was listed as \$1,512,738.00 on the breakdown form, but \$10,800 on the summary form; and b) the charge for “Recycling and Solid Waste Services - off site municipal” which was set forth as a total of \$3,445.00 for three (3) years on the breakdown form, but listed as \$14,035.00 on the summary page. However, at the time of bid review, it seemed obvious that the \$10,800 for residential garbage and recycling pick-up was incorrect, but the Township could not tell if the total breakdown price for “off-site municipal recycling and solid waste services” was correct as it appeared to be severely underbid on the “breakdown” page when compared to the prices for that same service quoted by the other bidders (i.e. \$11,816.00 for RVD and \$27,233.00 for Premier). Upon review, the price quoted for the “off-site municipal recycling and solid waste services” listed on the summary page, specifically, \$14,035.00, seemed more in keeping with the prices for that service quoted by the other bidders since it required pick-up at six different locations across in the Township, spanning more than ten (10) miles and use of different types of trucks than those used for residential pick-up. (The price quoted by Grand Sanitation for this service on the break-down page worked out to \$93.00 per month for pick up at the six different locations). The Township attorney received a letter from the Grand Sanitation attorney dated October 10, 2013 stating that the summary page contained an error as to the total price quoted of \$91,885.00 and that it should be disregarded by the Township as a minor technical error because the prices could be adjusted mathematically according to Section 4.7 of the Township’s bid specification which stated that any discrepancies in the total price should be resolved by multiplying the unit price by the quantity. However, disregarding the summary page does not explain the unbalanced total bid price of \$3,445.00 for off-site municipal recycling and solid waste services at six different locations for a three year period. It was not until the October 10, 2013 letter from the bidder’s attorney was received that the Township knew what price the low bidder chose to use for off-site municipal recycling and solid waste services. The other two bidders filled out all pricing forms correctly.

2. Form Item #6.1.7.2 of the bid specifications for the “Recycling and Solid Waste Services - Depot (Public Works Facility)” required all bidders to set forth the place where such waste would be taken and the rate per ton charged by the named transfer station for the contract term beginning in January 2014. The low bidder listed two locations, Hunterdon County Transfer station and Bridgewater Resources, Inc. However, it listed the incorrect rate for Hunterdon County Transfer Station, specifically \$74.00 instead of \$80.00 and it listed no rate for Bridgewater Resources, Inc. The other two bidders listed the correct rates, which were available from the respective transfer stations.

3. Instruction #5.3.1 of the bid specifications mandated that bidders return, with the bid, a completed Attachment #3 form entitled “Bulky Waste Pickup Menu”, which required the bidder to assign and list the number of stickers to be attached to various bulky waste pick up items listed on the form. Grand Sanitation did not fill out or return Attachment #3 with its bid; therefore, the Township is

Resolution #R-2013-98 cont'd:

unable to determine, either now or at the time of the bid, if the low bidder is providing a sticker program or not. Each of the other bidders completed and returned the required form.

4. The Township's bid specifications required, among other things, that the bidder submit with its bid proposal a Questionnaire which stated "failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal". Item #5 of the questionnaire required the bidder to "list all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work has not yet begun. The specifications required the bidder to give the name of the municipality or owner, the amount of the contract and the number of years the contract covers. The low bidder, Grand Sanitation did not provide the names of any municipal entities; it responded "No, not applicable" with respect to any municipal contracts and stated in its additional remarks that it had not handled a town-wide pick up as of yet. It offered that a company manager had experience with municipal contracts, but did not list the towns or any detail, along with that statement. The other two bidders provided the information.

5. Section 5.3.1. of the bid package requires the Contractor to provide a "rewards" based recycling program or equivalent. Question #15 of the Questionnaire required bidders to list a present or past affiliation with a "rewards-based recycling program or equivalent". The heading above this question required bidders to "give detailed answers to questions...relating to this subject". The low bidder stated that it had no previous affiliation with a rewards-based recycling program and provided no detail on what it would offer. The second lowest bidder provided an answer to this question; it appears that third lowest bidder did not.

6. Question #14 required the bidder to list its prior and/or present experience with a "pay as you throw"/sticker program or equivalent". The heading above this question required bidders to give "detailed answers to the questions...relating to this subject". The low bidder responded that it has a "pay as you throw program" in Union County for *leaf and grass clippings*. The Township's request is for such experience with residential solid waste i.e. Type "10" waste as defined in N.J.A.C. 7:26-2.13(g) and recycling collection. According to N.J.A.C. 7:26H, residential solid waste does not include "grass clippings". In addition to referencing a completely different type of waste, the answer does not provide any detail as to how the "pay as you throw system" cited by the low bidder works in Union County, as opposed to how it would work with residents under a municipal contract in Readington Township. The second lowest bidder provided an answer to this question; it appears that the third lowest bidder did not; and

WHEREAS, letters were received by the Township from Republic Services, LLC and its attorney, citing some of the above, as well as other items it believed were deficiencies in Grand Sanitation's bid and protesting any award to Grand Sanitation. The Township acknowledges these letters, but relies on its own independent review of the bid; and

WHEREAS, in addition to the statutory definition of "lowest responsible bidder" set forth above, courts have interpreted the requirement to mean that the contract "must be awarded not simply to the lowest bidder, but rather to the lowest bidder that complies with the substantive and procedural requirements in the bid advertisement and specifications. The significance of the expression "lowest bidder" is not restricted to the amount of the bid, it means also that the bid conforms with the specifications" Meadowbrook Carting Co. v. Island Heights Borough, 138 N.J.307, 313 (1994) citing Township of Hillside v. Sternin, 25 N.J. 317, 322 (1757) and William A. Carey & Co. v. Borough of Fair Lawn, 37 N.J. Super. 159, 165 (App. Div. 1955); and

WHEREAS, Courts have recognized that in order to minimize risk of default by the successful bidder, the governing body may insist upon satisfaction by bidders contemporaneously with the submission of bids of such criteria of capacity for responsible performance as reasonably seem necessary to it. William A Carey v. Borough of Fair Lawn, 37 N.J. Super. at 166; and

WHEREAS, it has also been recognized that to permit one bidder to ignore the requirements of specifications with respect to a material item would give it an advantage over others, and to permit a later submission to cure the deficiency after bids were opened, would open the door to fraud and favoritism, and defeat the statutory purpose of protection to the taxpayer; Meadowbrook Carting Co., 138 N.J. 323, quoting Tufano v. Borough of Cliff Side Park, 110 N.J.L.370, 373 (Sup. Ct. 1932); and

Resolution #R-2013-98 cont'd:

WHEREAS, the criteria for determining the waivability of bid requirements, the contracting unit is to consider first, whether the effect of the waiver would be to deprive the municipality of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements and, second, whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition. Meadowbrook Carting, 138 N.J. at 315; and

WHEREAS, from the aforementioned, the Township makes the following findings with respect to the bid submitted by Grand Sanitation:

1. The lowest bidder failed to meet a substantial number of the specifications that render the Grand Sanitation's bid non-responsive in the following manner: a) conflicting prices between the summary page and the breakdown pages. While it seems obvious that a mistake was made on total price for residential garbage and recycling services on the summary page, it led to confusion on the part of the Township when the bids were opened. The Township finds that the summary page was a material part of the bid package and the reason for its inclusion was so that the Township could easily determine the total price bid by each bidder upon opening of the bids; however, in the case of this bid, it was not able to do so. However, even if the Township accepts the lowest bidder's counterproposal that the last page of the bid be discarded and disregarded as a requirement, the Township does not find the amount bid for garbage pick-up at the six (6) off-site municipal locations (total of \$3,445.00 for three years) to be responsive as it is 1/3 the amount of the second lowest bidder's and 1/8 the amount of the third bidder's prices for the same services, and, according to the Township's experience and calculations for the cost of this portion of the work, the job cannot be reasonably done for that price.

2. With respect to the prices given for recycling and solid waste pickup at the municipal public works facility, the bidder provided the wrong rate per ton for the Hunterdon Transfer Station and failed to provide any rate per ton for the Bridgewater Resources and the Township rejects this as non-responsive.

3. The failure to provide a completed attachment number # 3 with respect to bulky waste pick-up items was not in compliance with the bid specifications and non-responsive as a material defect. The Township has had a sticker program for bulky waste pick-up items since the inception of its municipal garbage collection program and considers this to be an integral part of the contract.

4. The failure to provide or have any current municipal contracts is non-responsive and a material defect. By asking this question in the specifications, the Township required bidders to have experience with municipal contracts, so as to compare performance. The bidder referred to its manager as having experience with other municipal contracts as an alternative response, but failed to name them or give any details. By bidder's failure to respond to this question, the Township cannot be assured of bidder's ability to perform this type of contract.

5. The Township's specifications required the Bidder to give detailed information in conjunction with provisions for a "pay as you throw" sticker program or equivalent for solid waste and recycling services, as well as a recycling rewards program "or equivalent." The bidder stated that it did not have any affiliation with a recycling rewards program and only mentioned a "pay as you throw" program in connection with a contract it had for leaf and brush pick-up. The Township's experience is that the pay as you throw sticker program has provided a valuable financial benefit to the Township and its residents and that the recycling program has dramatically increased recycling in the Township; as such they are both an integral part of the Township's solid waste and recycling program. Because of its successful recycling program, the Township has earned recognition from the State of New Jersey Sustainability Program and the ability to qualify for grants for environmental projects. The Township notes that information about the Township's current "pay as you throw" sticker program and recycling rewards program can easily be found on its website or through the websites of other haulers. Grand Sanitation's lack of response to these questions is material and deprives the Township of assurance that these services or any equivalent thereof will in fact be provided to it or to the residents of Readington Township as a result of this contract; and

Resolution #R-2013-98 cont'd:

WHEREAS, the bid submitted by the second lowest bidder Republic Services of New Jersey, LLC d/b/a Raritan Valley Disposal met the specifications and was within the amount estimated for garbage and recycling services by the Township.

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

1. For all of the reasons listed and described above, which are hereby adopted and made a part hereof, the bid received from Grand Sanitation Services, Inc. is rejected as non-responsive and containing material defects for failure to submit mandatory required items as required by the Township's bid specifications and/or public notice, specifically: a properly completed summary page for the total bid price, the correct price per ton for the Hunterdon County Transfer station, any price per ton for the Bridgewater Resources, Inc. transfer facility, a completed Attachment #3 form for bulky waste pick-up items, a list of current public entity contracts in the Questionnaire, failure to respond regarding a pay as you throw sticker program, or equivalent, or recycling rewards program, or equivalent, as required by the Questionnaire. In addition, the bid appears to be unbalanced with respect to the prices given for solid waste and recycling pick up at the six off-site municipal locations.

2. The Township finds that waving any of the aforementioned deficiencies in Grand Sanitation Service's bid proposal as submitted at the time of bid would operate to deprive Readington of its assurance that the contract would be entered into, performed and guaranteed according to the Township's specified requirements and, secondly, that a waiver of these requirements would adversely affect competitive bidding as it would place the low bidder Grand Sanitation Services in a position of advantage over the other bidders who responded to the Township's bid specifications and provided the necessary responses. Moreover, to waive these defects would work to undermine the necessary standard common standard of competition articulated in Meadowbrook Carting as the Township's specified requirements may have operated to discourage other bidders who might have submitted a bid had they known the Township would ultimately waive them. To permit Grand Sanitation to supply or respond to missing items now that the other bids have been opened and made public, as opposed to at the time of bid, would place it in unfair advantage over the other bidders and work to defeat the statutory purpose of protecting the Township and its taxpayers.

3. For the all of the reasons listed and described above, which are hereby adopted and made a part hereof, the Township Committee hereby awards the contract for garbage and recycling services for a three (3) year period to Republic Services, LLC, d/b/a Raritan Valley Disposal RVD in the total amount of \$1,657,684.00. After review of the bid documents and upon recommendation of the Township Attorney, the Township finds that this contractor is the lowest responsive bidder.

4. The Mayor and Township Administrator/Clerk are hereby authorized to sign any and all documentation needed to complete this transaction.

5. 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
Mrs. Muir	- Aye
Mayor Allen	- Aye

Attorney-Client Privilege / Executive Session Minutes / October 21, 2013

A MOTION was made by Mrs. Fort to approve the Executive Session Minutes of October 21, 2013 for content only, seconded by Mr. Auriemma with a vote of ayes all, nays none recorded.

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 JAMES COLLINE AS NEW POLICE PATROLMAN

Administrator Mekovetz swore in James Colline as Probationary Police Patrolman.

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 October 21, 2013
- * 2. ***Request for Refund of COAH Overpayment / Country Classics Legacy at Readington*** (Block 36, Lot 95.1105)
- * 3. ***Request for Release of Police Escrow / Green Brook Racing***
- * 4. ***Resolution Authorizing the Special Tax Counsel for the Township of Readington to Enter into Stipulations of Settlement Relative to the Tax Appeals Captioned: Stanton Golf Properties vs. Readington Township, Tax Court of New Jersey, Docket No. 012724-2010, 005771-2011, 008278-2012 and 03680-2013***

The following resolution was offered for consideration:

#R-2013-99

RESOLUTION AUTHORIZING THE SPECIAL TAX COUNSEL FOR THE TOWNSHIP OF READINGTON TO ENTER INTO STIPULATIONS OF SETTLEMENT RELATIVE TO THE TAX APPEALS CAPTIONED: STANTON GOLF PROPERTIES vs. READINGTON TOWNSHIP, TAX COURT OF NEW JERSEY, DOCKET NOS. 012724-2010, 005771-2011, 008278-2012 AND 03680-2013.

WHEREAS, STANTON GOLF PROPERTIES (“STANTON”) is the owner of the golf club property shown as Block 45, Lots 25.29, 25.59, and Block 51.03, Lot 17, and Block 51, Lot 21.28 on the Township of Readington’s Tax Assessment Maps (“Property”); and

WHEREAS, STANTON filed an appeal of their 2010, 2011, 2012 and 2013 tax year assessments in the Tax Court of New Jersey, Docket Nos. 012724-2010, 005771-2011, 008278-2012 AND 03680-2013; and

WHEREAS, the Township Committee of the Township of Readington met and reviewed the aforesaid tax appeals and the recommendations of its Township Tax Assessor and Special Tax Counsel; and

WHEREAS, Stanton provided to the Township Special Tax Counsel and Tax Assessor an appraisal report opining that the market value of the property for the valuation dates October 1, 2009, 2010, 2011 and 2012 (tax years 2010, 2011, 2012 and 2013) is \$3,600,000; and

Resolution #R-2013-99 cont'd:

WHEREAS, the Common Level Ratios for the 2010, 2011, 2012 and 2013 years ranged from a low of 78.18% in 2010, to a high of 83.64% in 2013, therefore, applying and equalizing Stanton's aforesaid appraisal opinion of \$3,600,000 to those ratios would result in total Property assessments ranging from a low of \$2,814,500 to a high of \$3,011,000, but, the total tax assessments for each of those years were \$6,936,600; and

WHEREAS, the parties have agreed to an acceptable settlement of all of the aforesaid tax appeals which withdraws the 2010, 2011 and 2012 tax appeals thereby affirming and leaving unchanged the tax assessments for the 2010, 2011 and 2012 tax years, and which reduces the tax assessments levied upon the Property only for the 2013 tax year, and adjusts "on the books" the 2014 through 2016 tax assessments subject to conditions; and

WHEREAS, the Township Committee has reviewed the proposed Stipulation of Settlement which is attached hereto and incorporated herein as if more fully set forth at length in this Resolution; and

WHEREAS, the 2013 total tax assessment, based upon said reduction for the Property will be \$5,500,000 instead of \$6,936,600, as allocated between the lots in the Property as more fully set forth on the Stipulation of Settlement; and

WHEREAS, the total tax assessments in each year, 2014, 2015, and 2016 shall be set on the assessment books at \$4,700,000, subject to a) there being no "change in value" of the Property, as defined in the Stipulation of Settlement, and/or b) there has been no sale of the Property then pending or anticipated, for consideration in excess of \$4,700,000 equalized at the applicable Common Level Ratio, the Township Tax Assessor having agreed to these conditions; and

WHEREAS, Stanton, its successors, assigns, and/or any other parties in interest, agree to waive any rights they may have to file appeals in 2012, 2015, and/or 2016, if the total assessments for the Property are set in each year at \$4,700,000, and Stanton agrees to affirmatively notify its successors, assigns, and/or any other parties in interest of the terms of this Settlement, which Stanton acknowledges the Township has agreed to in part in consideration for these waivers; and

WHEREAS, the taxpayer agrees to waive interest on any refunds, which shall, in the Township Tax Collector's discretion be made by credits in lieu of refunds; and

WHEREAS, the Township Committee makes this settlement with STANTON, without prejudice to its dealing with any other Readington Township's taxpayers' request for tax assessment reduction.

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 Township of Readington's Tax Assessor is hereby directed to establish the allocation between the lots of the aforesaid Property and between land and improvements, and which sets the 2014 total cumulative tax assessments, all as more fully set forth in the attached Stipulation of Settlement, and all of which shall be in her opinion most beneficial to the Township of Readington and advise the Special Tax Counsel of those allocation.
2. The Special Tax Counsel is hereby authorized to execute the attached Stipulation of Settlement relative to the tax appeals of STANTON GOLF PROPERTIES, Docket Nos. 012724-2010, 005771-2011, 008278-2012 and 03680-2013, which withdraws the 2010, 2011, and 2012 appeals thereby affirming the assessments in each of said years; which reduces the 2013 total tax assessments, as more fully set forth on the attached Stipulation on Block 45, Lots 25.29, 25.59, and Block 51.03, Lot 17, and Block 51, Lot 21.28; and which further provides that pre-Judgment interest is waived on and the Tax Collector may apply any adjustments as credits in lieu of any refunds; and that the allocations between lots, land and improvements shall be as established by the Township Tax Assessor and are set forth in said Stipulation of Settlement; and that the taxpayer, its successors, assigns and/or any other parties in interest waive their rights to appeal in

Resolution #R-2013-99 cont'd:

2014, 2015 and/or 2016 if the assessment is set as prescribed in the Stipulation of Settlement, subject to the conditions therein.

3. The settlement outlined above shall be without prejudice to the Township of Readington's dealings with any other Township taxpayers' request for tax assessment reductions.

- * 5. **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	3-01	\$ 558,835.09
SEWER APPROPRIATIONS	3-02	\$ 99,379.64
TRUST FUNDS	X-03	\$ 24,807.69
MISC REFUND, COUNTY TAX, LIENS	X-05	\$ 3,065,874.67
PAYROLL DEDUCTIONS	X-06	\$ 138,187.91
REG & LOCAL SCHOOL TAX	X-07	\$ 5,488,104.94
2010 CAPITAL	X-10	\$ 200.20
2012 CAPITAL	X-12	<u>\$ 246,184.81</u>
TOTAL OF ALL FUNDS		\$ 9,621,574.95

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

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

COMMENTS FROM THE PUBLIC for items listed on the agenda only

There were none.

Mayor Allen announced there will be a short recess before the Public Hearing begins.

A **MOTION** was made by Mrs. Fort to adjourn the meeting for a 15 minute recess, seconded by Mr. Auriemma with a vote of ayes all, nays none recorded.

A **MOTION** was made by Mr. Auriemma to reconvene the meeting, seconded by Mrs. Fort with a vote of ayes all, nays none recorded.

Mayor Allen read the following statement:

Good Evening. The Readington Township Committee has scheduled a Public Hearing this evening, beginning at 7:45, in order to hear public comment on proposed ordinance #20-2013. Copies are available for everyone on the counter in the lobby, or here at the front of the room.

This ordinance considers the public acquisition of approximately 726 acres of land, including the Solberg Airport.

This proposal has been discussed before by the Readington Township Committee. The Township passed a similar ordinance in 2001, and then proceeded to make an offer to Solberg as a first step to negotiating a purchase. The purpose of the acquisition was to preserve the Open Space and Natural resources around the airport, but also to preserve the airport itself, all in keeping with the Township's Master Planning documents. The Township was concerned about any development occurring in what is the largest tract of open space in the Township.

As it turned out, the State of New Jersey was also interested in purchasing the 726 acre Solberg Aviation property. In April of 2002, the DOT announced that it was under contract to buy Solberg Airport for \$22 million dollars. The contract had a provision that the price could be further negotiated, and by mid-2004, the State announced that its continued negotiations with Solberg Aviation were unsuccessful and that the State had canceled its contract.

In 2005, Readington Township again considered purchasing the property and restarted negotiations.

In 2006, Readington modified its proposal to one that proposed an outright purchase of 625 acres of Open Space and a development easement on the 102 acre airport facilities area for \$21.7 million.

In May 2006, the Township held a public referendum with a 61% voter turnout. 56 % of voters agreed to bonding for \$22 million to acquire the property for Open Space Preservation, Natural Resource Protection, and Airport Preservation purposes. The \$22 million bond was, and still is, estimated to cost the average homeowner approximately \$160 per year.

In the years that followed, the Township's right to acquire this property has been challenged by Solberg Aviation, and the money is being held in escrow.

The present ordinance, if passed, would simplify the Township's proposal to one that acquires the entire 726 acre property for public purposes. The Township has completed two appraisals of the full property, the higher of which is \$23 million. It has always been understood that the Township would apply for State and Federal funding to help with this acquisition. Of course, the Township's preference is to accomplish a voluntary transaction.

Throughout this process, the Township's goals have remained consistent,

- Open Space, Farmland Preservation and lands for recreation*
- Conservation of natural resources*
- Wetlands, Water quality, critical wildlife habitat protection*
- Historic preservation*
- Airport Preservation, and the Preservation of community character*

The Township is concerned by a 2011 report to the FAA, which echoes conclusions of its own consultant. The report found that airports like Solberg are frequently sold to residential developers since residential land values most often exceed values based on airport revenues.

The Township's goal is to preserve this site as it presently exists. Presently the 102 acre airport facilities area is operated by Solberg Aviation Company Inc. which is a Fixed Base Operator, and a separate entity than the partnership that owns the land. A Fixed Based Operator is a commercial business granted the right to provide aeronautical services for an airport. Readington Township, if it succeeds in acquiring the airport, would continue to lease this 102 acre facility to a fixed base operator to be responsible for the daily business of the airport. It is possible that the Township would continue to lease to Solberg Aviation Company Inc. The balance of the property would be managed for Open Space and Conservation purposes, and would remain forever largely as it is today.

If the Township is not successful in acquiring this property, which it considers important to the protection of our community's rural character, the Township Committee fears that the public use general aviation airport will be lost to residential development, and, at some point in the future, the open spaces will be lost as well.

Readington Township has a long history of preserving its open spaces. Residents value our Township's historic character and its quality of life and have generally been very supportive of these efforts.

Mayor Allen stated that it has been brought to her attention that the Public Hearing will have to be moved to larger venue since the capacity of the meeting room has reached the legal limit.

PUBLIC HEARINGS

As it was after 7:45 p.m., **A MOTION** was made by Mr. Auriemma to adjourn the regular meeting to hold a Public Hearing, seconded by Mrs. Muir with a vote of ayes all, nays none recorded.

Clerk read by Title:

***An Ordinance Authorizing Acquisition of Certain Property in the Township of Readington
Block 48, Lot 23; Block 55, Lot 33; Block 56, Lots 1, 3, 6, 8; Block 67, Lot 2***

◆ Ordinance #20-2013

A MOTION was made by Mr. Auriemma to continue the Public Hearing to Wednesday, November 6, 2013 at 7:00 p.m. at the Readington Middle School cafetorium , seconded by Mrs. Muir with a vote of ayes all, nays none recorded.

A MOTION was made by Mr. Auriemma to close the Public Hearing and open the regular meeting, seconded by Mrs. Muir with a vote of ayes all, nays none recorded.

CORRESPONDENCE / OTHER INFORMATION

1. Resolution from Township of Kingwood regarding ***Requesting the County of Hunterdon Undertake Animal Control Officer Responsibilities.*** No action taken.
2. Resolution from Borough of Hampton regarding ***Requesting the County of Hunterdon Undertake Animal Control Officer Responsibilities.*** No action taken.
3. Memorandum dated October 23, 2013 from Roberta Brassard, Municipal Clerk, Township of Tewksbury regarding ***An Ordinance of the Township of Tewksbury, County of Hunterdon, State of New Jersey, to Amend, Revise and Supplement Article VII, Section 706 of the Tewksbury Township Development Regulations Ordinance (2000) Pertaining to “Exceptions” and Section 710.2 of the Tewksbury Township Development Regulations Ordinance (2000) Pertaining to “PM Piedmont District.”*** No action taken.

NEW BUSINESS

1. ***Acceptance of Performance Bond / Toll Brothers / Regency at Readington***
(Block 36, Lot 49)

Engineer O’Brien stated that this performance bond has been provided for phases 2-4 of Regency at Readington senior development and recommended to accept the performance bond.

A MOTION was made by Mrs. Fort to accept the performance bond, seconded by Mrs. Muir and on Roll Call vote the following was recorded:

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

- * 2. ***Request for Refund of COAH Overpayment / Country Classics Legacy at Readington*** (Block 36, Lot 95.1105)

This matter was addressed under the Consent Agenda.

* 3. ***Request for Release of Police Escrow / Green Brook Racing***

This matter was addressed under the Consent Agenda.

* 4. ***Resolution Authorizing the Special Tax Counsel for the Township of Readington to Enter into Stipulations of Settlement Relative to the Tax Appeals Captioned: Stanton Golf Properties vs. Readington Township, Tax Court of New Jersey, Docket No. 012724-2010, 005771-2011, 008278-2012 and 03680-2013.***

This matter was addressed under the Consent Agenda.

ADMINISTRATOR'S REPORT

Administrator Mekovetz reminded everyone that the railroad crossing on Main Street will be closed from November 8th through the 15th.

ATTORNEY'S REPORT

Attorney Dragan stated that she had nothing further to report.

ENGINEER'S REPORT

Engineer O'Brien reported that Summer Road project is now complete.

Engineer O'Brien also reported that he is working with the Recreation Director to look into Premier Surface for the tennis courts.

COMMITTEE REPORTS

Julia Allen

Mayor Allen stated that she had nothing further to report.

Thomas Auriemma

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

Betty Ann Fort

Mrs. Fort reported that the meeting held last week with State regarding the Whitehouse Mechanicsville District was well attended.

Beatrice Muir

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

COMMENTS FROM THE PUBLIC

There were none.

COMMENTS FROM THE GOVERNING BODY

There were none.

As there was no further business, *A MOTION* was made by Mrs. Muir at 7:55 p.m. to adjourn the meeting, seconded by Mr. Auriemma with vote of ayes all, nays none recorded.

Respectfully Submitted:

Vita Mekovetz, RMC/MMC/QPA
Municipal Clerk