

TOWNSHIP OF HAMILTON  
6101 THIRTEENTH STREET  
MAYS LANDING, NJ  
DECEMBER 21, 2009

The regular meeting of the Township Committee of the Township of Hamilton, Atlantic County, NJ, was held on the above date with Mayor Nelson Gaskill presiding. Members present were Amy Gatto, Thomas Palmentieri, Charles Pritchard, and Roger Silva. Also present were Edward M. Sasdelli, Township Administrator, Joan I. Anderson, Township Clerk, Randolph Lafferty, Township Solicitor, and Edward Walberg, Township Engineer.

The meeting opened with the salute flag followed by the Township Clerk certifying compliance with the Open Public Meetings Act by posting a notice on the bulletin board in the municipal building and by faxing or e-mailing a copy of said notice, along with the agenda for this meeting, to the Atlantic City Press, Atlantic County Record, Record Journal and Current newspapers stating this meeting would take place in the municipal building, Mays Landing, NJ, at 6:30 PM on Monday, December 21, 2009.

A moment of silence for private reflection was observed. Mayor Gaskill asked that everyone remember and keep in prayer for protection of our armed forces serving away from home to protect us.

The Township Clerk administered the oath of Office to Stacy Tappeiner as Hamilton Township Chief of Police effective January 1, 2010. Mayor Gaskill congratulated the new Chief and said the Township Committee has great confidence that he will do a great job for the citizens. The Mayor recognized former Chiefs Ronald Martin and Eric Frederickson being in the audience and thanked them for their services.

Safety Incentive Awards

Mr. Silva explained the Safety Incentive Awards Program of risk management helps keep the Township insurance costs down. He explained that participation in the program requires job site observations, building safety check-lists, accident investigation boards, training logs and timely claim filing. He said the five fire companies can qualify for cash incentives by completing all or a portion of the safety requirements. Mr. Silva presented a \$750.00 check to Mays Landing Fire Company and said they had only one claim in 2009. Robert Debiaso, the fire company Safety Officer accepted the award on behalf of the Mays Landing Volunteer Fire Company. Mr. Silva presented a \$1,000.00 check to the Weymouth Volunteer Fire Company and said they had no claims in 2009. John Carrigan, Chief, and Bill Wilkinson, Safety Officer, accepted the award on behalf of the Weymouth Fire Company. Mr. Silva thanked and congratulated the recipients.

Presentations to Charles Pritchard and Nelson Gaskill - their terms end 12/31/09

Ms. Gatto said it was a night of mixed feelings because two of the Committeemen who have had a great impact, no matter how long they were here, are leaving. She thanked Mrs. Anderson for the historian information. Ms. Gatto said Mr. Pritchard became a Township Committee Member in 1985. Mr. Pritchard said he served a total of 22 years because he had a little gap in between. Ms. Gatto said all of the mayors Mr. Pritchard served under were invited to attend tonight. She recognized former Mayors Jack Percy and John Houck and former Committeeman Joe Nickel's presence. Ms. Gatto read the list of Mayors Mr. Pritchard served under and said he served as Mayor himself in 1987, 1990, 1993, part of 1998 and all of 2008. Ms. Gatto presented a ceremonial gavel and a plaque for his dedication and service to the residents. She presented a pair of running shoes to Mr. Pritchard and explained it was something special from the Committee Members because he had decided his campaign running shoes were worn out. Mr. Pritchard thanked Ms. Gatto for the presentation and the Committee for the gift. He commented on seeing a sign on the Black Horse Pike in 1976 advertising for homes for sale for \$29,900.00 with 5% down. Mr. Pritchard said he never realized at the time how fortunate he would be to land in such a wonderful community. He said a few years later he was persuaded to get involved in local politics and Mr. Percy persuaded him to run for Township Committee in 1984. Mr. Pritchard said it has been a nice run ever since. He said in 22 years he served with 22 Township Committees, 5 Administrators and 1 Township Clerk. He said Mrs. Anderson was an incredible and tremendous amount of help over the years as well a great friend. Mr. Pritchard said he has had many tremendous memories and opportunities over the years. He said his opportunity to testify before Congress once on the Great Egg Harbor River Wild and Scenic designation stands out. Mr. Pritchard commented on the township population having tripled since he first got on Committee and tremendous challenges with the growth and things aren't getting any easier. He congratulated Mr. Kesselman and Mr. Cain on their election and offered to help them in any way he could. Mr. Pritchard said he hoped to have an opportunity to serve in some other capacity. He wished everyone a wonderful Christmas and happy new year.

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Ms. Gatto said Mayor Gaskill was one of two gentlemen who had a big impact on the town. She commented on Mr. Gaskill having been elected 3 years ago and said he has served as Mayor and Deputy Mayor during that time. Ms. Gatto said the Mayor had said and done a lot. She said she thinks one of the things everyone can admire about the Mayor is that he stays true to his heart and it was always with the residents of Hamilton Township. Ms. Gatto presented a ceremonial gavel and plaque to Mayor Nelson Gaskill for his dedication and service to the Township. She said it was a pleasure serving with him. Mayor Gaskill commented on growing up in Mays Landing since he moved her in 1958. He said it has been a tremendous experience for him and his family. The Mayor said that being a Coach and Volunteer Fireman made him appreciate all the volunteers, everything about the community and how it always pulls together when they have to. He said the snowstorm this weekend reminded him of when he was a child because there is a hill behind his house where all the 10, 11 and 12 year old boys and girls used to sled. Mayor Gaskill said he had his grandchildren there for the past two day and it reminded him of what a great town Mays Landing is. The Mayor said he was very grateful for being able to serve. He thanked everyone and wished them a good Christmas.

A FIVE MINUTE RECESS WAS TAKEN AND WAS CALLED BACK TO ORDER AT APPROXIMATELY 7:05.

Mr. Palmentieri moved, seconded by Mr. Silva, that the following resolution be adopted.

BE IT RESOLVED by the Township Committee of the Township of Hamilton that the following item be added to the agenda for consideration and action to be taken thereon tonight:

6.F Authorization to extend Sunlight's Janitorial Contract on a month-to-month basis at the sum of \$3,250.00 per month, until the contract can be bid and awarded.

RESOLUTION ADOPTED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

There were no executive session confirmations to be made.

Early public comment on agenda items excluding items listed for public hearings

Louis Green explained he has been at Hamilton Mall for 9 years on the first Wednesday of every month from 10a.m. to 5p.m. to directly assist veterans, soldiers and their family members regarding federal and state health care services they deserve. He said he has done this for over 15 years in libraries, veteran organizations, senior centers, the Hamilton Mall and many other locations throughout the State. Mr. Green said he advises, assists and resolves many veteran health care issues. He thanked the Township Committee for providing him the means and privilege of helping veterans. Mr. Green asked that the Township again provide the liability coverage he needs to be at the Hamilton Mall for 2010. Mr. Sasdelli explained the Township provides the coverage every year and it doesn't require Committee approval. He said he thought Mr. Green wanted to say it to the Committee himself. Mr. Sasdelli said the Township has no objection or problem with it and likes him being there and the Veterans' Board blesses it. The Mayor said Mr. Green's work was appreciated. Mr. Silva said his work speaks for itself. Ms. Gatto thanked him for his hard work.

Harvey Kesselman said his comments on Agenda Item 7.B (Captain's Promotion Process) were in reference to the process not an individual because he has the utmost respect for the individual that the Committee may be talking about. He said he was very concerned about the process used by the Township Committee. Mr. Kesselman said he believed the list has a duration of 2 years and asked what the sense of the urgency for was filling the position at this time. Mayor Gaskill said that two meetings ago the Township Committee decided, with a 5-0 vote, to go ahead and fill that vacancy, instructed the Administrator to go through the process, and the Committee is doing that. Mr. Silva asked Mr. Sasdelli to clarify it. Mr. Sasdelli explained that at the October meeting the Governing body authorized him to run the Captain's process that is outlined in the Township Code 70-9. He said it has four sections; it grades seniority, a written application submission, department performance rating and a one hour interview with the Township Administrator, Chief of Police and a Committee appointed by the Mayor. Mr. Sasdelli said the Mayor appointed himself and Committeeman Pritchard. He said all the steps were completed and Township Code 70-12 states the Administrator is to tabulate the results, create a list from highest to lowest, the Township Committee can pick any one of the top 3 candidates and the list is good for 2 years. Mr. Sasdelli said the process as directed by the Committee is completed, the list is created and is good for 2 years. Mr. Pritchard said the Captain's position has been vacant for several years and two of the three candidates for Chief saw a need for establishment of the Captain's position next year (2010) and one candidate saw the need for it to be

filled the following year (2011). He said he thinks the most important factor is that it solidifies the chain of command. Mr. Pritchard said there could be situations when the chief isn't available and the Committee felt it was important to have someone in a position to represent the Chief and to do the Chief's work when he is not available. Mr. Pritchard said that has happened over the past couple of years and the Committee feels that having a designated person in place is important from a communications standpoint and every other factor is important. Mr. Silva said there is not total agreement on that. He said that at one point it was decided the position wasn't needed and the Committee chose not to fill it and saved a sum of money that helped close some of the budget gap. Mr. Silva said that he didn't know if the Committee wanted to debate it at this point or wait until it became part of the agenda. He said discussion will probably ensue and Mr. Kesselman will find there are differences of opinion. Ms. Gatto said she didn't think the Committee ever said they didn't need the position and she didn't think it wasn't filled for budget reasons. She said she thought that when Captain Dunleavy vacated the position the Committee knew that they were going to go through the Chief selection process and anybody who applied for Captain would apply for Chief and they didn't want to go through both processes in the wrong order. Ms. Gatto said that was why the Committee waited to do the Chief and is now at this point. Mr. Silva said he didn't recall it that way. Mr. Kesselman said that according to what Mr. Sasdelli said establishment of a list is what was agreed upon. Mr. Silva said that is the way he understood it. Mr. Pritchard and Mr. Palmentieri said that was correct. Mr. Kesselman said the Mayor said it was to establish the position and fill it but he wasn't sure filling it was part of it. He suggested looking at the minutes to see what it really was. Mr. Kesselman said he believes in hierarchy in an organization and philosophically doesn't have a problem with it. He referred to Mr. Pritchard's comment that one of the reasons he felt filling the position was necessary is the issue of chain of command and asked if the current and future Chiefs support the position at this time. Mr. Pritchard said he wasn't sure but the current Chief was part of the process and didn't object to it. Mr. Kesselman asked what the future Chief's position was on it. Ms. Gatto said he supports the position of Captain according to his management plan. Mr. Kesselman said he understood the Captain position was supported in the management plans submitted but he is asking if filling it tonight was supported. Mayor Gaskill said there was no time limit in them. Mr. Kesselman asked if anyone on Township Committee asked the current or future Chief for their opinion. Mayor Gaskill said the Police Department and the governing body are two separate entities and the governing body sets the policy. Mr. Kesselman said policy and process are different and he was talking about the process which is more procedural. He asked what other organizational structural problems in addition to the lack of a chain of command that warrants creation of the Captain position at this time. Ms. Gatto said this isn't creation of the position, the position has been vacant. Mr. Kesselman what is moved around in the current organizational structure where there is no Captain's position and what areas of operation will report to that position. He said it seemed to him that when you fill a position you ought to be mindful of what will report to that position. Mr. Kesselman asked what operational aspects of the Police Department will report to the Captain. Mayor Gaskill said he assumed all of the Department will. He said the chain of command is just like in the military, it works its way up. Mr. Pritchard invited Mr. Kesselman to read the application of the one candidate that applied for the position. He said he thought it would ease some of Mr. Kesselman's concerns. Mr. Kesselman said his concern is the process. He said there are currently 6 senior level positions now and asked how many there will be on January 4<sup>th</sup>. Mayor Gaskill said there will be 1 less. Mr. Kesselman asked if the position, if it is filled, will be in addition to the 3.75 increase scheduled for all PBA employees on January 1<sup>st</sup>. Mr. Sasdelli said it will.

Resolution opposing proposed reinstatement & implementation of Waste Flow Control

Mr. Lafferty explained he was asked by the Township Committee late Friday to prepare a resolution relative to the Waste Flow Control Program contemplated by the County. He said the Atlantic County Utilities Authority (ACUA) has made an application through the Solid Waste Advisory Committee for mandatory flow control. Mr. Lafferty said that essentially means all municipalities in the County must use ACUA facilities. He said this governing body elected not to use ACUA facilities and sought more cost effective measures through Cumberland County. Mr. Lafferty said he believes that resulted in a savings of \$150,000.00 a year. He said the governing body expressed their opposition to the proposed program and he prepared the resolution strongly opposing reinstatement and reimplementation of Waste Flow Control by the County and that is what is before the Committee tonight.

Mr. Silva said the Committee thanked Mr. Lafferty for preparing the resolution. He commented on there being a lot of vagueness at the last meeting when Mr. Dovey (President of the ACUA) was asked about the possible reinstatement of Waste Flow Control. Mr. Silva said he thought Mr. Sasdelli questioned Mr. Dovey at length and then the newspaper article came out. Mr. Silva said it may not have been on the table before Mr. Sasdelli brought it up at that meeting. Mr. Silva said the Committee is trying to straighten out the structural deficit and there are a lot of

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things taking place through employee concessions in trying to reach that goal. He said there are some areas that still have to come to the table and in the meantime any savings the Committee might have realized could be wiped out if Waste Flow Control goes into effect. Mr. Silva said he believes in the free market and he questions why there is such a wide difference between tipping fees in Cumberland County and what it is in Atlantic County. He said he realizes the ACUA is going to be short-changed \$5.1 million but he thinks that is typical of what is going to happen to a lot of communities with the situation they face this year. Mr. Silva commented on trying to work together in a partnership and said the Township is going to have a hard time making up that amount of money if this is forced on it. He said he thought the resolution was to get across that the Committee is unilaterally opposed to it and hopes the ACUA will come to the table and speak to them.

Mayor Gaskill said everybody communicated with Mr. Sasdelli and Mr. Lafferty, the Freeholder Chairman and several other Freeholders. He said some of the Freeholders are on the Township's side right now and seem to be very much against it. Mayor Gaskill said the Committee worked very hard to keep its budget low and save taxpayers money. The Mayor said it is even worse for the ACUA to come along and maybe get a windfall from it and not tell the Committee what they are going to do with it. He said he was glad everybody got on board right away.

Ms. Gatto said it was a nice team effort and she thinks it will be a team effort with the rest of the communities the Committee hopes will join them in the resolution so that there is a strong group opinion going to the Freeholders.

Mr. Silva moved, seconded by Ms. Gatto, that the following resolution be and is hereby adopted.

## *Resolution*

**RESOLUTION OF THE TOWNSHIP OF HAMILTON, COUNTY OF ATLANTIC, STATE OF NEW JERSEY OPPOSING THE PROPOSED REINSTITUTION AND IMPLEMENTATION OF WASTE FLOW CONTROL BY ATLANTIC COUNTY AND THE ATLANTIC COUNTY UTILITIES AUTHORITY.**

**WHEREAS**, there currently exists an economic crisis among the citizenry of the Township of Hamilton, the County of Atlantic, the State of New Jersey and, indeed, within the entire Nation; and

**WHEREAS**, over a period of years, the financial responsibility for the provision of governmental services, including such critical services as providing for the public health, safety and welfare, has continually been shifted to the local governments to burden; and

**WHEREAS**, the financial assistance rendered to local government so as to assist in the provision of critical public services has continually declined on an annual basis, thereby imposing an even greater financial burden upon local government; and

**WHEREAS**, the State of New Jersey has severely restricted the ability of local government to raise the funds necessary for such local governments to shoulder this ever increasing financial responsibility; and

**WHEREAS**, local government has been compelled to seek and implement innovative measures in order to meet this ever-increasing and unfunded burden which has been foisted upon it by means and measures such as seeking lower cost services, where possible; the laying off of personnel; the inability to replace retiring or departing employees; the freezing of salaries or reduction in scheduled

increases for employees; the voluntary and mandatory furloughing of employees; the closing of public recreational facilities; and the inability to hire public safety personnel, some of which might compromise, or have the potential to compromise, the general public health, safety and welfare; and

**WHEREAS**, some municipalities within Atlantic County have been able to meet the needs of waste disposal through means which have resulted in a significant savings to those municipalities, thereby enabling them to divert those precious financial resources into services that directly impact the general public health, safety and welfare such as police, fire and other first responder services; and

**WHEREAS**, there is currently a proposal by the Atlantic County Utilities Authority ("ACUA") pending before the Atlantic County Solid Waste Advisory Council proposing the reinstitution and implementation of waste flow control; and

**WHEREAS**, the implementation of said waste flow controls would mandate that municipalities within Atlantic County dispose of all solid waste at the ACUA which is significantly more costly than other available alternatives; and

**WHEREAS**, the further burden of the unnecessary and needless costs that are proposed to be placed upon municipalities within Atlantic County constitutes a clear and present threat to the financial integrity of said municipalities, to their continued ability to provide for the public health, safety and welfare of their citizenry, and further represents an unjust and unwarranted financial burden upon the citizens of those municipalities.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Township Committee of the Township of Hamilton in the County of Atlantic and State of New Jersey that this Governing Body strongly opposes the reinstitution and implementation of waste flow control by Atlantic County and Atlantic County Utilities Authority in that such waste flow control is a potential threat to the fiscal integrity of Atlantic County municipalities and to the public health, safety and welfare of the citizenry;

**BE IT FURTHER RESOLVED**, that copies of this Resolution be sent to Atlantic County Executive Dennis Levinson; all members of the Atlantic County Board of Chosen Freeholders; Senator James Whelan, Assemblymen Vincent J. Polistina and John F. Amodeo; and to the Mayors and Governing Bodies of Buena Boro, Buena Vista Township, City of Estell Manor and Borough of Folsom.

ROLL CALL:	Gatto	"AYE"
	Palmentieri	"AYE"
	Pritchard	"AYE"
	Silva	"AYE"
	Gaskill	"AYE"

**CERTIFICATION**

I, **JOAN I. ANDERSON**, Clerk of the Township of Hamilton, do hereby certify that the foregoing Resolution was duly adopted by the Mayor and Township Committee at a meeting held on the 21st day of December, 2009.

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JOAN I. ANDERSON  
Township Clerk

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Public Hearing/Adoption - Ordinance #1666-2009

There being no questions or comments on the Ordinance, Mr. Palmentieri moved, seconded by Mr. Silva, that the public hearing be and is hereby closed.

MOTION CARRIED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

Mr. Palmentieri moved, seconded by Mr. Silva, that the following resolution be and is hereby adopted.

WHEREAS, Ordinance #1666-2009 was introduced and passed first reading on December 7, 2009, and was duly advertised in the December 9, 2009 issue of the Atlantic County Record for a public hearing to be held in the municipal building, at 6:30 PM on December 21, 2009 ; and

WHEREAS, the public hearing has been held as advertised and closed,

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hamilton that Ordinance #1666-2009 be and is hereby adopted.

RESOLUTION ADOPTED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

**TOWNSHIP OF HAMILTON  
ORDINANCE NO.: 1666-2009**

**ORDINANCE AMENDING CHAPTER 235 OF THE CODE OF HAMILTON TOWNSHIP AND ESTABLISHING GUIDELINES FOR APPLICATIONS, APPROVALS, PUBLIC SAFETY AND FACILITIES MAINTENANCE FOR PARADES, PROCESSIONS AND SPECIAL EVENTS HELD WITHIN THE TOWNSHIP OF HAMILTON, COUNTY OF ATLANTIC, AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.**

**WHEREAS**, the Township of Hamilton adopted Chapter 235 entitled "Processions, Parades, and Public Assemblies" which provided for, *inter alia*, the required permits, exemptions and conditions of issuance of permits related to such events; and

**WHEREAS**, in the judgment of the Township Committee of the Township of Hamilton, it is in the best interest for these practices, procedures, rules and regulations to be modified.

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Hamilton, County of Atlantic and State of New Jersey, that:

**SECTION 1. Repealer.**

Chapter 237, §235-1 through §235-4, inclusive, shall be and are hereby repealed.

**SECTION 2. Chapter 235, PARADES, PROCESSIONS, AND EVENTS, is**

**hereby amended to read as follows:**

**GENERAL REFERENCES**

- Police Department - See Ch. [70](#).
- Parks and beaches - See Ch. [225](#).
- Peace and good order - See Ch. [228](#).
- Police Department, Extra-Duty Employment - See Ch. 70

**§ 235-1. Purpose and Intent.**

It is the purpose of this ordinance to clarify the process for the issuance of permits for parades, processions and special events and to provide guidelines for said events that protect the health safety and welfare of the participants and the public.

**§ 235-2. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

**SPECIAL EVENT**

For the purpose of this section "special event" shall mean any exhibition, show, athletic contest, running race, bike-a-thon, block party, parade, procession, entertainment, meeting, or other similar event sponsored by an organized group or individual having similar or common purpose or goal, occurring on or proceeding along a public street, other public right-of-way, or public property or building within the Township of Hamilton.

**§ 235-3. Permit required for Special Events.**

No person, association or corporation shall hold, conduct or take part in any exhibition, show, athletic contest, running race, bike-a-thon, block party, parade, procession, entertainment, meeting, or other special event in or upon any public street, highway or place in the Township of Hamilton without a written permit from the Public Works Director or their designee, to be issued and to be revocable at their discretion as they may deem conducive to the public welfare. Applications shall be filed with the Director no less than 45 calendar days prior to the date of the event and shall be accompanied by a \$25 non-refundable application fee and a minimum \$500.00 refundable deposit to cover any damage to Township property or cleaning required due to the special event. Permittee will be notified in writing should any such charge be assessed. All applications for special events shall be reviewed by the Police Chief or their designee for any event which has the effect, intent or propensity to draw a crowd or onlookers. The Police Chief shall also make recommendations for the proper method to provide adequate public safety and traffic control at all public street crossings that are included within the proposed area or travel route of the event. The Director may choose to have the application reviewed by any other appropriate agency at their discretion or as required to be in compliance with any applicable rules, regulations ordinances or other requirements that may apply.

**§ 235-4. Application Process.**

The permit application shall include:

- (a) The name, address and telephone number of the person requesting the permit.
- (b) The name, address and telephone number of the organization or group he or she is representing.
- (c) The name, address and telephone number of the person or persons who will act as chairman of the special event and be responsible for the conduct thereof.

- (d) The estimated number of persons to participate in and attend the event.
- (e) The number and type of vehicles, if any, to participate.
- (f) The date and time of the event, including any set-up or clean-up period.
- (g) The location where the event is to be held, including the specific assembly and dispersal locations and the specific route and the plans for assembly and dispersal of the participants.
- (h) The attachment of any other required licenses or permits where appropriate.
- (i) The type, size description, and location of any signs to be erected by the organization in connection with the event.
- (j) Such other information as the Public Works Director or Police Chief may deem necessary in order to properly provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.

**§ 235-5. Exclusion of certain parades and processions.**

Nothing in this chapter shall be held or construed to apply to any funeral procession or parade incidental to or connected with any funeral, nor to any procession or parade of any body of police or firemen of the Township or National Guard of the state or troops of the United States of America.

**§ 235-6. Conditions of issuance, denial and/or revocation.**

The application for a special event or use of facilities shall be reviewed by the appropriate officials of the Township of Hamilton for compliance with this section and other ordinances, scheduling conflicts, special services required, and any other further information required. Upon full review of the application and the recommendations for approval or denial, the Public Works Director or their designee shall be authorized to issue a permit for the special event if approved. Approval or denial of such permit shall be made within fifteen (15) calendar days of receipt of a complete application by the Township. The permit may be approved with special conditions placed on the applicant if warranted. The permit is contingent on the possession of any other permits or licenses required by local State laws and regulations.

Applications for the special events permits can be denied at the discretion of the Township. The Township shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance or upon other good cause shown. The Director shall issue a permit as provided for in this chapter unless, from a consideration of the application and from such other information as may be otherwise obtained, they or the Police Chief find that:

- (a) There is an outstanding approved permit for another special event or there is an established contractual obligation or prior historical relationship with the Township for a scheduled event or occurrence for a time and place that is so proximate to that applied for as to constitute a conflict therewith.
- (b) The conduct of the event will substantially interrupt the safe and orderly movement of pedestrian and vehicular traffic contiguous to its location.

- (c) The conduct of the event will require the diversion of so great a number of police officers of the Township to properly police the areas contiguous thereto as to prevent normal police protection to the Township.
- (d) The concentration of persons, animals and vehicles at the assembly point of the event will unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly area.
- (e) The conduct of such event will interfere with movement of fire-fighting equipment en route to a fire.
- (f) The event is to be held for the sole purpose of advertising any product, merchandise or event; is being held purely for private profit or commercial motive; or is for any unlawful purpose. This exclusion shall not apply to commercially sponsored civic events.
- (g) The event will be held at a location adjacent to a school at a time when such school is in session and the noise created by the event will substantially disrupt the educational activities of the school.
- (h) The event will be held at a location where it will substantially interfere with municipal construction or maintenance work previously scheduled to take place.
- (i) The information provided in the application is found to be false, misleading or incomplete in any material detail.
- (j) The applicant, sponsoring organization or any involved party to the application has on prior occasions damaged public or private property and has not paid for such damage or has not fulfilled agreed-upon obligations to the Township; owes the Township any reimbursement for costs associated with protecting the public welfare during prior events or for cleanup of prior events; or otherwise has not complied with the conditions of a previously issued special event permit.
- (k) The application was not submitted within the time frame outlined above in § 235-3.
- (l) For any legitimate reason of Public Safety identified by the Chief of Police or their designee.

**§ 235-7. Event Priority.**

Applications for special events will be scheduled on a first come first serve basis. When more than one complete application is received for the same date(s), the following priority order will apply:

1. Meetings or events directly sponsored by the Township Committee, Township employees for municipal purposes, and events directly sponsored by the Township Emergency Services Departments.
2. Meetings of Municipal Advisory Boards and Committees.
3. Meetings or events directly sponsored by Township Departments and/or employees for municipal purposes.
4. Meetings held for the discussion of municipal issues.
5. Local, residential youth recreational activities or service organizations.
6. Other organizations.

**§ 235-8. Fees for Municipal Services.**

If it is determined by the appropriate officials that materials or personnel costs shall be required for the purpose of maintaining the general health, safety and welfare of attendees or participants in the special event, or the community in general, the Township reserves the right to require reimbursement of such costs. If reimbursement is required, the holder of the permit shall deposit with the Chief Financial Officer a sum of money to be determined by the Public Works Director and/or the Police Chief or their designee to be a reasonable estimate of the costs required. Payment shall be submitted by cash, check or money order no less than seven (7) calendar days prior to the event. Failure to remit these costs in a timely fashion may result in the denial or revocation of the permit. After the conduct of the special event the holder of the permit shall be required to pay the Township any additional amount determined to be due in reimbursement of the Township's costs within thirty (30) calendar days. In the event that the sum of money so deposited in advance exceeds the funds needed, the Township shall refund any excess deposit within thirty (30) calendar days after the holding of said special event. Services and Township personnel covered by this section shall include but not be limited to additional police (as outlined in *Ch. 70, "Police Department, Extra-Duty Employment"* in the Township of Hamilton Municipal Code), fire, rescue squad, and public works service personnel.

**§ 235-9. Signs / Trash and Recycling.**

Any signs erected in connection with a properly approved special event shall be removed within twenty-four (24) hours of the conclusion of the event. Any trash and recycling generated by this event shall be cleaned up within twelve (12) hours of the conclusion of the event.

**§ 235-10. Special Conditions; Street Closings.**

Any permit issued under this section may contain conditions reasonably calculated to reduce or minimize dangers to vehicular or pedestrian traffic and the public health, safety and welfare including, but not limited to changes in the date, time, duration or number of participants or attendees as requested by the applicant. Further, for the purposes of public safety and welfare, the Chief of Police may require and order the temporary closing of streets and/or the temporary prohibition of parking along such streets during the event, and shall direct the posting of property warning signs in connection with said event, as provided by law.

**§ 235-11. Insurance/Indemnity.**

- A. Prior to the issuance of a special events permit, the applicant and authorized officer of the sponsoring organization, shall sign an agreement to reimburse (i) the Township for any costs it incurs for repairing damage to Township property sustained in connection with and proximately caused by special event activities, for additional costs incurred by the Township for protecting the public welfare during the special event, and for costs incurred by the Township for cleanup and restoration of the special event route and/or assembly areas not properly cleaned up by applicant/sponsoring organization after the parade and (ii) Township residents, for any costs they incur for repairing damage to their private property sustained in connection with and proximately caused by special event activities. This agreement shall also provide that the applicant/sponsoring organization shall hold harmless, indemnify and defend the Township its officials, agents and employees against any claims, costs, damages, demands, liability and notices resulting from any damage or injury proximately caused by special event activities and the actions of the permittee/sponsoring organization in connection with the special event.

- B. The applicant/sponsoring organization of a special event shall possess or obtain public liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to protect against loss from liability imposed by law for damages on account of bodily injury and property damage arising from the parade. Evidence of insurance, satisfactory to the Public Works Director or their designee, must be filed with the Director no less than five (5) calendar days before the date of the event.

**§ 235-12. Penalties.**

Any person, firm, corporation, partnership or other entity violating this provision of this section shall be subject to a fine not to exceed five hundred (\$500.00) dollars.

**§ 235-13. Appeal Procedure.**

Any applicant shall have the right to appeal the denial of any permit under this section to the Township Administrator. The denied applicant shall make the appeal within five (5) calendar days after receipt of the denial by filing a written notice of appeal with the Public Works Director or their designee. The Township Administrator shall act upon the appeal within 30 calendar days after receipt of the same.

**SECTION 3. Severability and Effectiveness Clause.**

- (a) If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.
- (b) Any Ordinance inconsistent with the terms of this Ordinance is hereby repealed to the extent of such inconsistency.

**SECTION 4. Effective Date.**

This Ordinance shall take effect upon its final passage and publication as provided by law.

ATTEST:

TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF HAMILTON,  
COUNTY OF ATLANTIC and  
STATE OF NEW JERSEY

\_\_\_\_\_  
Joan I. Anderson, R.M.C.  
Township Clerk

\_\_\_\_\_  
Nelson Gaskill, Mayor

ROLL CALL: GATTO "AYE"  
 PALMENTIERI "AYE"  
 PRITCHARD "AYE"  
 SILVA "AYE"  
 GASKILL "AYE"

ORDINANCE #1666-2009 INTRODUCED AND PASSED FIRST READING DECEMBER 7, 2009.  
ORDINANCE #1666-2009 ADOPTED December 21, 2009.

Public Hearing/Adoption - Ordinance #1667-2009

There being no questions or comments on the Ordinance, Mr. Silva moved, seconded by Mr. Pritchard, that the public hearing be closed.

MOTION CARRIED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

December 21, 2009

Ms. Gatto moved, seconded by Mr. Silva, that the following resolution be and is hereby adopted.

WHEREAS, Ordinance #1667-2009 was introduced and passed first reading on December 7, 2009 and was duly advertised in the December 9, 2009 issue of the Atlantic County Record for a public hearing to be held in the municipal building, at 6:30 PM on December 21, 2009; and

WHEREAS, the public hearing has been held as advertised and closed,

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hamilton that Ordinance #1667-2009 be and is hereby adopted.

RESOLUTION ADOPTED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

**TOWNSHIP OF HAMILTON  
ORDINANCE NO.: 1667 - 2009**

**AUTHORIZING THE SALE OF OWNERSHIP OF A 2001 CHEVROLET CARGO VAN (DESCRIBED BELOW) AND 2006 CHEVROLET SCHOOL BUS (DESCRIBED BELOW) TO THE MIZPAH INLAND HUMAN SERVICES INC. AND REPEALING ALL ORDINANCES HERETOFORE ADOPTED THE PROVISIONS OF WHICH ARE INCONSISTENT HEREWITH.**

**WHEREAS**, the Mizpah Inland Human Services, Inc., is a duly incorporated nonprofit organization (not being political, partisan, sectarian, denominational or religious in nature) which includes among its principal purposes the provision of educational, recreational, medical and/or social services to the general public, including residents of the Township of Hamilton, is in need of real estate so as to conduct its not-for-profit community service programs; and

**WHEREAS**, Mizpah Inland Human Services, Inc., is desirous of obtaining certain personal property owned by the Township and more specifically designated as a 2001 Chevrolet Cargo Van VIN#1GAHG39RX11157718 and a 2006 Chevrolet 12 passenger handicapped accessible school bus VIN#1GBJU051105162; and

**WHEREAS**, the governing body of the Township of Hamilton has determined that this particular personal property owned by it is no longer needed for municipal purposes and therefore the Township of Hamilton is desirous of selling said personal property, pursuant to N.J.S.A. 40A:12-21.1, to Mizpah Inland Human Services, Inc., by way

of a private sale for use by said organization consistent with their stated and lawful not-for-profit community service purposes and otherwise consistent with the purposes as set forth within said Statute; and

**WHEREAS**, N.J.S.A. 40A:12-21.1 provides for the sale of personal property to such non-profit organization for a nominal cost.

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Hamilton, County of Atlantic and State of New Jersey, that:

**SECTION 1. Sale and Transfer of Personal Property.**

The Mayor and other Township Officials are hereby Authorized to transfer title, pursuant to N.J.S.A. 40A:12-21.1 and the limitations contained therein, to a 2001 Chevrolet Cargo Van VIN#1GAHG39RX11157718 and a 2006 Chevrolet 12 passenger handicapped accessible school bus VIN#1GBJU051105162 to the Mizpah Inland Human Services, Inc. for their not-for-profit community service purposes for the consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration subject, however, to the following terms and conditions:

1. That such personal property shall be used only for the not-for-profit community service purposes of such corporation, and to render such services or to provide such facilities as may be otherwise agreed upon, and shall not be utilized for commercial, business, trade or manufacturing purposes, and that, in the event this condition is violated, and ownership thereto shall revert to the Township of Hamilton; and
2. Otherwise, the personal property is being transferred "as is".

**SECTION 2. Severability and Effectiveness Clause.**

- (a) If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.
- (b) Any Ordinance inconsistent with the terms of this Ordinance is hereby repealed to the extent of such inconsistency.

**SECTION 3. Effective Date.**

This Ordinance shall take effect upon its final passage and publication as provided by law.

TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF HAMILTON,  
COUNTY OF ATLANTIC and  
STATE OF NEW JERSEY

ATTEST:

\_\_\_\_\_  
Joan I. Anderson, R.M.C.  
Township Clerk

\_\_\_\_\_  
Nelson Gaskill Mayor

ROLL CALL: GATTO "AYE"  
PALMENTIERI "AYE"  
PRITCHARD "AYE"  
SILVA "AYE"  
GASKILL "AYE"

ORDINANCE #1667-2009 INTRODUCED AND PASSED FIRST READING DECEMBER 7, 2009.  
ORDINANCE #1667-2009 ADOPTED DECEMBER 21, 2009.

There were no Business Registration Licenses to be approved.

Ms. Gatto moved, seconded by Mr. Silva , that the following resolution be and is hereby adopted.

WHEREAS, at a public land sale held October 7, 2009 the bid of \$5,000.00 offered by Harold L. Burnett, Jr. for a parcel advertised as Block 327, Lots 36-41.02 and Lot 42; and

WHEREAS, Harold L. Burnett, Jr. paid a deposit of \$500.00 at the time of the sale and paid the balance in full on November 13, 2009 as shown on the Township Clerk's Office receipt #483956; and

WHEREAS, in preparation of the deed and metes/bounds description for said sale subsequent to payment in full the purchase price, the Township Engineer found that the Township did not own Lot 41.01 which resulted in a remainder of the parcel being less than one (1) acre, the minimum lot size required in the Mizpah Village (MV) zone,

NOW, THEREFORE, BE IT RESOLVED that the sale of Block 327, Lots 36-41.02 and Lot 42 is hereby rescinded and the Chief Financial Officer is hereby directed to refund the full \$5,000.00 to Harold L. Burnett, Jr.

RESOLUTION ADOPTED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

Ms. Gatto moved, seconded by Mr. Silva, that the following resolution be and is hereby adopted.

BE IT RESOLVED by the Township Committee of the Township of Hamilton that Young's Skating Center is hereby granted an extension of hours for their annual All Night Skating Party beginning 8 PM on December 31, 2009 and ending at 7 AM on January 1, 2010.

RESOLUTION ADOPTED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

Ms. Gatto moved, seconded by Mr. Silva, that the following resolution be and is hereby adopted.

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AS BETWEEN THE TOWNSHIP OF HAMILTON AND MATTHEW D. LIEPE AND LISA LIEPE REGARDING THE PROPERTY KNOWN AS LOT 3, BLOCK 1140 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF HAMILTON.**

**WHEREAS** Matthew D. Liepe and Lisa Liepe are the owners of certain real property designated as Lot 3, Block 1140, Plate 47 as shown on the Tax Map of the Township of Hamilton; and

**WHEREAS** the Township of Hamilton is the owner of adjoining property to that of the Liepes which is designated as Lot 1, Block 1140 as shown on the Tax Map of the Township of Hamilton; and

**WHEREAS** the Township of Hamilton uses the aforesaid property as a baseball field and has constructed certain improvements thereon including dugouts, bleachers and fences; and

**WHEREAS** the Township of Hamilton has constructed an outfield fence which inadvertently encroaches upon the afore described property owned by the Liepes; and

**WHEREAS** the Township of Hamilton and the Liepes mutually agree that the use of the encroachment area and the placement of the outfield fence will continue subject to the execution of the License, Indemnification, and Hold Harmless Agreement that is attached hereto as "EXHIBIT A";

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Hamilton, County of Atlantic, and State of New Jersey, that Mayor and Township Clerk shall be and are hereby duly authorized, empowered and directed to execute the License, Indemnification, and Hold Harmless Agreement attached hereto as "EXHIBIT A" on behalf of the Township of Hamilton. .

<b>ROLL CALL: GATTO</b>	<b>"AYE"</b>
<b>PALMENTIERI</b>	<b>"AYE"</b>
<b>PRITCHARD</b>	<b>"AYE"</b>
<b>SILVA</b>	<b>"AYE"</b>
<b>GASKILL</b>	<b>"AYE"</b>

**CERTIFICATION**

I, **JOAN I. ANDERSON**, Clerk of the Township of Hamilton, do hereby certify that the foregoing Resolution was duly adopted by the Mayor and Township Committee at a meeting held on the 21st day of December, 2009.

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JOAN I. ANDERSON  
Township Clerk

# EXHIBIT "A"

## LICENSE AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This License and Indemnification and Hold Harmless Agreement made effective this 21st day of December, 2009 between MATTHEW D. LIEPE and LISA LIEPE, husband and wife, residing at 3000 Linden Avenue, Mays Landing P.O., New Jersey 08330, hereinafter referred to as "Licensors", and the TOWNSHIP OF HAMILTON, a municipal corporation of the State of New Jersey, having its principal office at 6101 Thirteenth Street, Mays Landing P.O., New Jersey 08330, hereinafter referred to as "Licensee" or the "Township". Licensors and Licensee/Township are hereinafter collectively referred to as the "Parties".

### **THE PARTIES REPRESENT AND/OR ACKNOWLEDGE AS FOLLOWS:**

THAT Licensors are the owners of property situate in the Township of Hamilton, Atlantic County, New Jersey designated as Lot 3, Block 1140, Plate 47 on the Tax Map of the Township of Hamilton (hereinafter the "Liepe Property"); and

THAT Licensee is the owner of property situate in the Township of Hamilton, Atlantic County, New Jersey, designated as Lot 1, Block 1140, Plate 47 on the Tax Map of the Township of Hamilton (hereinafter the "Township Property") which abuts and adjoins the Liepe Property; and

THAT Licensee utilizes the Township Property solely and exclusively as a baseball field and has constructed thereon certain improvements such as dugouts, bleachers and fences; and

THAT Licensee has constructed an outfield fence which encroaches the Liepe Property as a result of which a portion of the Liepe Property is now enclosed by the outfield fence with a ten (10) foot wide grass area between the fence and the wooded portion of Licensors' remaining lands to be used by Township for maintenance of the fence (hereinafter the "Encroachment Area") which area is described in a metes and bounds description prepared by Charles E. Adamson, P.L.S., A.E.T. of Remington & Vernick Engineers dated December 17, 2009 and also set forth on a License Area Plan prepared by Charles E. Adamson, P.L.S., Remington, Vernick & Walberg Engineers dated 12/01/09 and 12/14/09 and bearing Drawing No. 0112TD38 which are attached hereto and made a part hereof marked Exhibits "A" and "B" as "initialed" by the parties; and

THAT the Parties mutually agree that the use of the encroachment area and the placement of the outfield fence will continue to be a permitted use by the Township subject to the terms and provisions of this License Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and the terms and provisions set forth herein the Parties hereby agree as follows:

1. Incorporation of Recital Clauses. The recital clauses set forth above are hereby incorporated and made a material part of this Agreement.

2. Admission of No Right to Ownership. The Licensee acknowledges that: i) the true boundary line between the Township Property and the Liepe Property is as set forth in the respective Deeds, ii) that the portion of the outfield fence constructed within the Encroachment Area described in Exhibit A is constructed upon Liepe Property; iii) the Township has no right of ownership to such property; and iv) at such time as Township permanently ceases to use the Township Property and the Encroachment Area as a baseball field or if and when Licensors terminate this License and Indemnification and Hold Harmless Agreement, Township will promptly, at its own cost, remove the portion of the outfield fence from the Encroachment Area and restore the land in the Encroachment Area to its original condition, reasonable wear and tear and effects of the elements excepted in which event this License and Indemnification and Hold Harmless Agreement shall be null and void and of no further force and effect.

3. Right to Use. The Licensors acknowledge and agree that the Township shall be permitted to continue to maintain the outfield fence and the ten (10) foot wide maintenance area in its present location and use the lands within the Encroachment Area for use as a part of the existing baseball field, and that such right shall not be interfered with by Licensors or anyone claiming by, through or on behalf of Licensors and that such use shall continue until such time as the

Township shall permanently cease using the Encroachment Area and the Township Property for the purpose of a baseball field or if and when Licensors terminate this License and Indemnification and Hold Harmless Agreement in which event Township will promptly, at its own cost, remove the portion of the outfield fence from the Encroachment Area and restore the land in the Encroachment Area to its original condition, reasonable wear and tear and effects of the elements excepted in which event this License and Indemnification and Hold Harmless Agreement shall be null and void and of no further force and effect.

Licensee specifically agrees that it and its agents, employees and invitees shall not trespass upon the remaining lands of Licensors and shall not disturb or cut or remove any brush, trees or plantings on Licensors' remaining lands outside of the Encroachment Area.

Licensee further agrees not to change, modify or add to the fence, ball field and ten (10) foot wide maintenance area in the Encroachment Area from its condition effective the date of execution of this Agreement without prior written notice to and upon the prior written consent of Licensors. Such consent may be withheld or denied by Licensors at their sole discretion.

4. Covenant to Indemnify, Defend and Hold Harmless.

A. In consideration of the rights granted herein by Licensors to Township, Township hereby covenants and warrants to defend, indemnify and hold harmless Licensors from and against any and all claims, actions, demands, lawsuits, proceedings, damages and liabilities which may be asserted against Licensors and which arise out of i) use of the Encroachment Area as a baseball field and incidents which may arise as a result of such use; and ii) any other use of the Encroachment Area by Licensee and its agents, employees, invitees, successors and assigns. This obligation shall include the payment of all costs incurred inclusive of reasonable attorney fees and costs of court.

5. Notwithstanding any term or provision herein to the contrary, Licensee specifically acknowledges the nature of the grant provided for herein is a "license" which can be terminated by Licensors at any time without cause. Notwithstanding the foregoing provision, Licensors agree, unless Licensee is in violation of the terms and provisions herein, not to terminate the within License Agreement for a period of one (1) year after the date hereof and thereafter not to terminate this License Agreement upon less than ninety (90) days prior notice thereof to Licensee.

B. This obligation to indemnify, defend and hold harmless includes claims which may be asserted for personal injury, bodily injury and property damage.

C. The aforesaid indemnification shall include claims made by or on behalf of agents, servants, employees, invitees and licensees of Township and the agents, servants and employees of Licensors, and all other third parties.

D. The obligation of the Township to defend, indemnify and hold harmless shall not extend any liability(ies) which arise out of the sole negligence of Licensors.

E. It is understood and agreed that neither Licensors nor anyone claiming by, through or on behalf of Licensors may make any claim for any damage to the real property occasioned within the Encroachment Area by reason of the mere existence of the encroachment as a ballfield.

6. All notices required or appropriate under the terms and provisions of this License Agreement shall be in writing and delivered personally or by certified mail, return receipt requested, to the parties at their addresses set forth hereinabove. Delivery shall be complete upon receipt or three (3) business days after mailing, whichever shall first occur. Copies of such notices shall be forwarded to the following by regular mail:

If to Licensors:  
David L. Finnegan, Esquire  
579 Haddon Avenue  
Collingswood, New Jersey 08108

If to Licensee:  
The Township of Hamilton  
6101 Thirteenth Street  
Mays Landing, New Jersey 08330  
Attention: Township Administrator

December 21, 2009

and

The Township of Hamilton  
6101 Thirteenth Street  
Mays Landing, New Jersey 08330  
Attention: Township Solicitor

7. Entire Agreement and Modifications in Writing. This Agreement represents the sole and entire agreement between the parties relative to the License Area. This Agreement shall not be modified other than by a written Amendment signed by the parties with the same formality as this Agreement.

8. Execution and Enforcement in New Jersey. This Agreement is acknowledged as being executed in the State of New Jersey and shall be interpreted and enforced pursuant to the laws of the State of New Jersey.

9. Binding upon and Inure to Benefit of Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and unto their and its heirs, successors and assigns.

10. Enforcement, Counsel Fees and Court Costs. In the event either party makes application to a court regarding compliance with or enforcement of the terms and provisions of this Agreement then the party determined by the court to be in violation shall pay to the prevailing party reasonable counsel fees and court costs as approved by the court.

11. Authority to execute and Deliver this Agreement. Licensors represent and warrant that they have the full authority to enter into this Agreement and that no other person has any right, title or interest in or to the property which is the subject of the license hereby granted to the Township. Township represents and warrants that this Agreement has been reviewed and approved by an appropriate Resolution duly adopted by the Township Committee at a meeting held on , 2009 and that the person signing this Agreement on behalf of the Township has full authority to bind the Township to the terms hereof.

Notwithstanding the foregoing provision, Licensors hereby represent and Licensee acknowledges the Liepe Property with other lands owned by Licensors is subject to a certain Deed of Easement executed by Liepe Brothers, Inc., a New Jersey corporation, to the State Agriculture Development Committee dated May 2, 2003 recorded in the Office of the Clerk of Atlantic County. Any rights of the State Agriculture Development Committee arising under or from the aforesaid Deed of Easement shall have priority over the terms and provisions herein. Title and the rights hereunder are further subject to any easements, conditions, agreements, reservations, restrictions and rights of way and mortgages of record and such facts as would be set forth in a current title search and on a current survey of the Liepe Property.

12. Recordation. Recordation of this Agreement by Licensee in the Office of the Clerk of Atlantic County shall be deemed a violation of the terms and provisions herein. In the event of such recordation, Licensee shall immediately upon notice thereof from Licensors process the prompt discharge thereof. Such recordation shall be a basis for Licensors to immediately declare this Agreement to be null and void.

**IN WITNESS WHEREOF,** the Parties hereto, intended to be legally bound, hereby sign this Agreement the date and yet first above written.

\_\_\_\_\_  
MATTHEW D. LIEPE, Licensor

\_\_\_\_\_  
LISA LIEPE, Licensor

Witness as to Licensors:

\_\_\_\_\_

THE TOWNSHIP OF HAMILTON, Licensee

By: \_\_\_\_\_  
Nelson Gaskill, Mayor

Attest:

\_\_\_\_\_  
Joan I. Anderson, Clerk

Ms. Gatto moved, seconded by Mr. Silva, that the following resolution be and is hereby adopted.

RESOLUTION

WHEREAS, transfers are permitted between budget appropriations during the last two months of the fiscal year:

BE IT RESOLVED by the Township Committee of the Township of Hamilton, that the transfers between year 2009 Budget Appropriations be made as follows:

Account No.	Account Title		From	To
20-100-1	Township Administrator	Salaries & Wages		5,400.00
20-130-1	Financial Administration	Salaries & Wages	7,500.00	
20-145-1	Collection of Taxes	Salaries & Wages		10,700.00
20-145-2	Collection of Taxes	Other Expenses		5,000.00
43-495-1	Public Defender	Salaries & Wages	20,000.00	
20-155-2	Legal - Special Counsel	Other Expenses		34,000.00
21-180-1	Planning Board	Salaries & Wages		500.00
21-185-1	Zoning Board of Adjustment	Salaries & Wages		500.00
23-220-2	Group Health Insurance	Other Expenses		12,000.00
25-240-1	Police	Salaries & Wages	50,500.00	
25-256-2	LOSAP	Other Expenses		2,800.00
28-370-1	Community Education/Recreation	Salaries & Wages		600.00
22-195-1	Construction Code	Salaries & Wages		2,500.00
36-472	Social Security	Other Expenses		4,000.00
		Totals	78,000.00	78,000.00

RESOLUTION ADOPTED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

Ms. Gatto moved, seconded by Mr. Silva, that the following resolution be and is hereby adopted.

BE IT RESOLVED by the Township Committee of the Township of Hamilton that authorization is hereby given to extend the Sunlight Janitorial Services Contract on a month-to-month basis at the sum of \$3,250.00 per month, until the contract for said services can be bid and awarded.

RESOLUTION ADOPTED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

Amendment to Teamsters Collective Bargaining Agreement

Mr. Sasdelli explained there were conversations with the Teamsters on this since August and the crux of it is that all Teamster Members will be required to take a 5-day unpaid furlough in 2010 and the health insurance contribution of .5% of their salary will be delayed until 2011 because they are taking the 5-day furlough. Mr. Sasdelli said that will save about \$50,000.00 and when combined with the non-aligned employees it brings it to about \$110,000.00. He said the Township is still in negotiations with the PBA and trying to get the same thing from them but they don't have it at this time. Mr. Sasdelli explained this amendment was conditioned upon all the requirements being met and it also had a condition that 3 Teamster Members who were not planning to retire will retire by January 30<sup>th</sup>. Mr. Silva said that was the big concern in trying to resolve the structural deficit. Mr. Sasdelli said if there are retirements and the positions aren't back-filled the structural deficit is being addressed. Ms. Gatto said she thought that in the Finance Committee discussions they did not have plans to back-fill them. She said she thinks some things can be shifted around to still accomplish some of those tasks and cross train some employees. Ms. Gatto said Marcus King was to be commended for being very proactive after being at the last budget meeting. She said he said he wanted to come to the table early and he did. Ms. Gatto said Mr. King helped negotiate the deal and she thinks it is a good one. She said she was happy to approve the amendment and would make that a motion. Mr. Pritchard said he would second the motion. Mr. Silva asked if it was correct that they only agreed to this if a similar percentage savings is achieved by all other employee groups. Mr. Sasdelli said that was correct and it has already been achieved with the non-aligned and Teamster employees. Mr. Sasdelli said the same offer has been made to the PBA and if they don't agree to it the Committee will have to achieve that 2% salary savings out of the police department through layoffs in the Police Department. He explained that with the condition of the deal the Teamsters could go back on it if the township doesn't get the same thing from the PBA through furloughs or layoffs. Mr. Palmentieri questioned if that was the Township's option to exercise. Mr. Sasdelli said the Township doesn't have legal authority to unilaterally make the PBA take a furlough and the only thing the governing body can do unilaterally is lay off employees to make up the deficit. Mr. Palmentieri questioned who has the final decision to invalidate this agreement if the PBA doesn't agree to the concession on the voluntary aspect and the governing body

December 21, 2009

doesn't exercise its management's right to layoffs in the same percent. Mr. Sasdelli said Mr. King made getting it from all employee groups a condition of the agreement and asked Mr. Lafferty how he would interpret it. Mr. Lafferty said it is a condition precedent to the agreement. Mayor Gaskill said the offer of retirement is for anyone who wants to take it up to January 30<sup>th</sup>, not just the three mentioned. Mr. Sasdelli explained he gave the PBA and the Teamsters a menu of options to pick from to accomplish the 2% savings including college stipends, longevity pay, payments toward health insurance. Ms. Gatto said it is their decision. Mr. Palmentieri said the Committee's only tool is layoffs if they don't choose 2% of any combination of the voluntary means. Mr. Silva asked what (response) date Mr. Sasdelli put on it. Mr. Sasdelli said it was December 31st.

There being no further discussion, Mayor Gaskill called for a vote on the following resolution moved by Ms. Gatto, seconded by Mr. Pritchard:

BE IT RESOLVED by the Township Committee of the Township of Hamilton that the amendment to the Teamster Collective Bargaining Agreement for concessions in 2010 be and is hereby approved and authorized.

RESOLUTION ADOPTED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

Mr. Sasdelli said that Chief Tappeiner and Lieutenant Petuskey have already given their 5-day furloughs.

#### Results of Police Captain Selection Process

Mr. Sasdelli said he already briefed the process and a list was created. He explained that Lt. Petuskey was the only applicant; he went through the entire process; he is qualified and exceeds the qualifications. Mr. Sasdelli said Lt. Petuskey is the list; the list is good for two years; and that it was the unanimous agreement of the interview committee that he met all of the qualifications in the promotional ordinance.

Mr. Pritchard said that some things that stood out in Lt. Petuskey's application were that he has been very proactive especially in finding ways to save the Township money; prepared the most recent expense budgets and reduced them considerably and he had no doubt that if Lt. Petuskey got the position he would be a very positive fiscal impact on the Township budgets; has tremendous loyalty to his superiors; is very respected by the patrol fellow officers; and has a very strong commitment to the community with outside activities and with his role as a police officer. Mr. Pritchard said he would like to make a motion to appoint Lieutenant Michael Petuskey to the position of Captain effective January 1, 2010 and authorize Mr. Sasdelli to prepare an employment agreement.

Ms. Gatto said she would second the motion. She said she appreciated the comprehensive report Mr. Pritchard just gave and the Committee's work in going through the process. Ms. Gatto said she thinks Lt. Petuskey's capabilities were discussed at length when the Committee discussed the Chief's process and he came in a very close second there. She said she thinks the community will be very well served to have him in the Captain's position and that it would be a nice support mechanism to the new Chief of Police.

Mr. Sasdelli asked to clarify two things before the motion was adopted. He said the effective date of the appointment should be January 1st or after and it should be contingent upon Lt. Petuskey agreeing to the employment agreement that is offered to him. Mr. Pritchard and Ms. Gatto agreed to amend their motion accordingly. The Mayor called for a vote on the motion amended as follows:

Mr. Pritchard and Ms. Gatto amended their motion and second, to adopt the resolution as follows:

BE IT RESOLVED by the Township Committee of the Township of Hamilton that Lieutenant Michael Petuskey be and is hereby appointed Captain of Police effective January 1, 2010 or later contingent upon his agreeing to and signing the employment agreement offered to him.

#### DISCUSSION ON THE MOTION:

**Mr. Palmentieri** congratulated Lt. Petuskey. He said he thinks he is a great choice; that everyone knows why, and it doesn't need further discussion. Mr. Palmentieri said the only issue he had was with the process, not the individual, in that the Committee is promoting someone to probably the third most important position in the Township without it actually being listed on the agenda and without organizational review of the Police Department with a new Chief where budgetary issues may force future changes in structure and things of that nature. He said he supported the creation of the list and supports the person who came out number 1 as eminently qualified but he isn't so sure the Committee wants to go 3 for 3 in such a short period with so many issues budgetarily and with a new Chief.

**Mr. Silva** said he had no problem with anything Mr. Palmentieri said. He said he just had a problem with the process. Mr. Silva said the Committee is talking about the structural deficit; a new Committee will be seated in January; and they haven't begun to hear what the shortfall will be. Mr. Silva commented on listening to the radio and hearing everyday presents a new challenge to everyone as to how they will meet their financial obligations in this economy. He said he understood and agreed the list is good for 2 years so (Lt. Petuskey) won't have any challenges for 2 years. Mr. Silva said he thinks the Committee should look at the numbers before making a decision.

**Ms. Gatto** said she hoped Mr. Silva would think that the Finance Committee has kept him, the whole Township Committee and the public well aware of where the Township stands throughout the year. She said she thinks the Committee is carrying out what was described in the Management Plan from an organizational standpoint. Ms. Gatto said she believes that if the Captain is appointed tonight the Department would reorganize under Lt. Tappeiner's Plan with that position in it. She said she still supports it.

**Mr. Pritchard** said he thinks Lt. Petuskey will have a positive fiscal impact because of his experience in budgetary matters and the fact that although there is a raise called for next year for the position, he already agreed to a 5-day furlough which basically cuts that increase in half.

There being no more discussion, Mayor Gaskill asked for a roll call vote on adoption of the resolution as amended.

RESOLUTION ADOPTED WITH MEMBERS GATTO, PALMENTIERI, PRITCHARD AND GASKILL VOTING "AYE", MR. SILVA VOTING "NAY", NO "ABSTAIN"

**COMMENTS MADE BY MEMBERS WHEN CASTING THEIR VOTE:**

MR. PALMENTIERI said he still has issues with the process timing but he does not have any issues with the individual and since there are 3 votes to move forward he would vote yes as support of the individual but he maintain his opposition to the process being done right now.

MR. PRITCHARD said he would vote yes and he thanked Mr. Palmentieri for his comments. He said he understood Mr. Palmentieri concerns but thanks him for his support.

MR. SILVA said he would vote no to the process. He said he thinks the selection and putting this position in at this time is not the correct move to make. Mr. Silva said the Committee has a lot to look at and he doesn't know why waiting a period of time would not be the right thing to do.

Ms. Gatto moved, seconded by Mr. Silva, that the following resolution be and is hereby adopted.

BE IT RESOLVED by the Township Committee of the Township of Hamilton that the minutes of the December 7, 2009 regular meeting be and are hereby approved and adopted as published.

RESOLUTION ADOPTED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

Ms. Gatto moved, seconded by Mr. Pritchard, that the following resolution be and is hereby adopted.

BE IT RESOLVED by the Township Committee of the Township of Hamilton that all properly executed and approved payrolls and bills are hereby ordered paid, the bill list total being \$2,183,001.32 as of December 17, 2009.

RESOLUTION ADOPTED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

Reports

Mr. Sasdelli reported the Township had between 23 and 26 inches of snow in two days, the largest snowfall since 1996. He said the Public Works and Police Departments worked 24 hours a day the entire time. Mr. Sasdelli said not all the roads are done yet but the Township is significantly better off than many other towns. He said fire trucks, ambulances and police cars were able to answer and respond to all emergency calls. Mr. Sasdelli said he wanted to call both those Departments for going above and beyond.

December 21, 2009

Mr. Sasdelli said on Mr. Pritchard voted to appoint him twice. He said he wanted to show the value of being a 22-year statesman. Mr. Sasdelli said that he knew Mr. Pritchard thought he missed it but the first step in the Captain's process was to debate the validation of whether or not the Captain's position was needed and Mr. Pritchard immediately skipped that step and went to making the nomination for the person which went right through. Mr. Sasdelli said that comes from 22 years of experience. He said the Mayor also voted for him and he appreciated it. Mr. Sasdelli commented on the Mayor having taken a course from him at Rutgers and said one of the things he said to the Mayor was to remember what Harry Truman said - "when you get into municipal politics and want a friend you can trust, buy a dog". He said he noticed Mayor Gaskill has a porcelain dog on his desk. Mayor Gaskill said the dogs name is Truman. Mr. Sasdelli said he enjoyed working with both men and that he appreciated everything that they have done for the employees and the town. He wished them both the best of luck. Mr. Pritchard said there was no debate when the Committee heard Mr. Sasdelli was available to come back to the Township because they knew what a tremendous job he did the first time around. He said Mr. Sasdelli is second to none in his field and that he feels much better knowing that Mr. Sasdelli is here. Mayor Gaskill thanked Mr. Sasdelli for all the support he gave him and for his leadership in the Township.

Mr. Lafferty congratulated the Mayor and Mr. Pritchard for being exceptional public servants and said their dedication is above and beyond the call of duty.

Mr. Lafferty reported completion of the Liepe License Agreement which was approved tonight and the cell tower lease projects. He said his firm is coming to the close of their second year partnership with the Township and thanked the Committee for the opportunity to serve. Mayor Gaskill thanked Mr. Lafferty and his firm for their support, help and guidance.

Mr. Walberg said the Township requested a plan of action from Timber Glen by this meeting and reported he received a report from their engineer on December 10th that the plan is complete but the developer hasn't approved it yet. He said the problem is ultimately from Timber Glen and Hamilton Walk suffers the consequences. Mr. Walberg said it was painfully obvious how bad the flooding was with the last rain fall and his firm took photos. Mr. Walberg said that a letter will be sent to Mr. Morris with the photos to drive the point home. Mr. Walberg said Mr. Morris' engineer supports doing that and anything the Township can do. He said he knows the residents of both developments are frustrated. He said he is trying to make an amicable resolution and to do it engineer to engineer. Mr. Walberg said they don't want to get into the bond or lawyer letters. Mr. Walberg said he hopes the photos will have some impact in getting Mr. Morris to move quickly on the problem. Mr. Walberg said a letter will go directly to Mr. Morris tomorrow urging him to quickly get it resolved. Mr. Silva asked if the letter was going only to their engineer. Mr. Sasdelli said the Township knows that said their engineer has come up with an action plan but can't share it with the Township until the Mr. Morris blesses it and the Township is trying to convince Mr. Morris that he has to support the action plan and do something. Mr. Walberg said he wasn't sure Mr. Morris knows the severity of the problem and a picture is worth a 1000 words. Mr. Sasdelli said a picture is worth 1000 words especially when it is coupled with a reminder that the Township is holding his \$600,000.00 performance bond. Mr. Silva asked Mr. Walberg to include a note that when the snow starts to melt there will be a larger problem than before. Mr. Walberg said a letter will also be sent to the Hamilton Commons engineer because there is still a problem there. He said it has been over a month and he gets promises from them but doesn't get results.

Mr. Walberg said it was a pleasure working with the Mayor and Mr. Pritchard. He congratulated them and said to enjoy their retirement. He apologized for the mid-year personnel change but he welcomed the opportunity to step in and deal with the Township first-hand. Mr. Walberg said he appreciated their guidance and understanding in the transition.

Ms. Gatto congratulated the Public Works and Public Safety Departments for doing a phenomenal job during the storm. She said it was great to see Lisa Hedrick in the audience tonight.

Ms. Gatto said she appreciated Mr. Pritchard's mentorship to her. She said she has looked up to him since the days she and his son were in the Marching Ambassador band at Oakcrest High School. Ms. Gatto said she still has a lot to learn on how to navigate the League of Municipalities. She wished Mr. Pritchard the best. Ms Gatto wished Mayor Gaskill the best also and said it was a pleasure to serve with him.

Ms. Gatto thanked the fire companies for ushering Santa through the neighborhoods.

Ms. Gatto extended condolences to the family of David Cope who passed away at the age of 30. She said Dave was her classmate, friend, neighbor and public servant as a Galloway Township police officer.

Ms. Gatto said she appreciated the debate the Members have and she is looking forward to spirited debates in 2010. She said she hopes the residents appreciate it. She said she learns a lot by talking through the issues with the others and looks forward to having the two new Committeemen to talk through the various issues with.

Ms. Gatto wished everyone Merry Christmas, Happy New Year, and happy whatever they celebrate.

Mr. Silva wished everyone a happy, healthy season.

Mr. Silva referred to Ms. Gatto's comments about Dave Cope and said it is difficult when you lose a friend especially a public servant.

Mr. Silva said he would miss both Mr. Pritchard and Mayor Gaskill because he doesn't know how the new Committeemen are going to vote and he isn't sure where the Committee is going to go with a lot of things. Mr. Silva said there will be a lot of spirited debate. He wished both of them the best.

Mr. Palmentieri said he wouldn't talk about flooding because it had been beaten to death internally but everything that can be done is being done.

Mr. Palmentieri said Public Works and Public Safety did a great job as usual in the snow. He commented on that being expected and said it should not be taken for granted because a lot of towns don't get that kind of performance.

Mr. Palmentieri congratulated Lt. Tappeiner and Lt Petuskey and said he is sure the Police Department will be in good hands. He said that is one of the strong points of the Township and that will continue with the leadership coming on board in January. Mr. Palmentieri said a lot of people are supportive of the new management team there.

Mr. Palmentieri said it was great to see Lisa Hedrick back. He thanked the rest of the employees for the job they have always done and under more challenging times with less people and less money. He said he wanted them to know they were appreciated and their efforts are recognize.

Mr. Palmentieri said it won't be quite the same without Mayor Gaskill. He thanked him for his public service and commitment to his ideals. Mr. Palmentieri said he always respected that. He commented on being the junior member when he came on the Township Committee 10 years ago and, with Mr. Pritchard leaving, he will become the senior member. He thanked Mr. Pritchard for his public service and said he enjoyed serving with him. Mr. Palmentieri wished everyone else a happy, safe holiday.

Mr. Pritchard wished Lisa Hedrick well and thanked her for coming out tonight.

Mr. Pritchard said one of the things he is most proud of in all the years he has been on Committee is the institution of Youth in Government Day in 1990. He said he remembered when Amy Gatto was one of those students. He thanked her for her kind words tonight. Mr. Pritchard said David Cope and his son were very good friends and he got to know him and his dad very well. He also offered his condolences to the family.

Mr. Pritchard commended the Public Works and Police Departments for doing a tremendous job. He said this is a huge community, 112 square miles or so, and it was exemplary for them to do the kind of job that they did. He congratulated and thanked them for their service. Mr. Pritchard said there is no better set of employees anywhere than the Township has in Town Hall. He said they all make it easier for the Committee to do their job and he appreciated all they do. Mr. Pritchard said they know there are trying times ahead and are doing the best they can to help the community.

Mr. Pritchard wished the three remaining Township Committee Members and two new ones the best for next year. He said the Members didn't always agree and had some spirited discussions. Mr. Pritchard said he doesn't doubt that in the end, they all did what they thought was in the best interest of the community and the Committee will do the same next year.

Mr. Pritchard thanked his wife Linda for coming tonight. He wished everyone a merry Christmas and happy new year. He thanked everyone for their fine comments.

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Mayor Gaskill said it was a spirited year but the Committee got a lot accomplished. He read and commented on the following Committee accomplishments:

- The purchase of a new ladder truck at a savings of nearly \$250,000.00. The truck is housed in one building but is there to serve all of the community. He thanked the fire companies; athletic association, rescue squad, PAL and all volunteers in the township for all that they do for their dedication to the community.
- Completed the Third Street Bridge by working cooperatively with the Board of Education and the County. He said he was very proud to get that done and the bridge now provides much safer passage for many of the citizens coming from Meadowbrook and that corridor so they don't have to walk on Route 40.
- Improved the Road Program by resurfacing many streets and using the cost-effective micro-resurfacing process on many others to extend their life.
- Moved forward with the property revaluation as ordered by the County Board of Taxation.
- Put together a budget that saw many sacrifices from the employees and the residents.
- Continued efforts to keep government transparent.
- Saved taxpayers money by appointing highly qualified professionals. He said thought the decision to appoint multi-disciplined firms was one of the best the Committee made. The Mayor said these firms bring in their reports in a much more timely, better and cost effective manner.

Mayor Gaskill thanked the residents for giving him the incredible opportunity to serve them. He said he not only met many new friends but was able to re-connect with some that he hadn't seen in years. He wished the newly elected citizens and next year's Committee great success. The Mayor said many of the present Committee's past decisions such as recent land sales, new projects coming on board and employees' concessions will serve them well and give them a good start for next year. Mayor Gaskill said he had to address the people that make this the most efficiently run municipality in South Jersey. He said the Teamsters, PBA members and non-affiliated employees are the heart and soul of this whole entire operation. Mayor Gaskill said they have sacrificed financially and physically to make this a better, safer community to raise our families and live in. He said every Department has worked short-staffed at one time or another throughout the year yet they managed to provide efficient, reliable service from leaf pick-up, to a high tax collection rate, to building and construction permits being generated quickly and efficiently, to the Clerk's Office, Planning and Zoning and the Tax Assessor sharing employees to make sure all the work got done one way or another and the Financial Department searching out many, many ways to save taxpayers dollars. He said he bid his sincerest and heartfelt thanks to the employees of Hamilton Township and that God bless them all.

#### Public Comment

Peg Capone wished everyone a merry Christmas. She said Oak Street, Hanthorn Avenue and Old Egg Harbor Road have not been cleared yet. Mrs. Capone commented on reading a news article about the new Chief's salary and questioned how the salary amount of \$115,000.00 was arrived at and if a few Township Committee Members who are part of negotiations. Mr. Sasdelli said it was his recommendation and explained that basically a survey is done of what Chiefs around you make and the PERC guidance that say there should be a 5% difference between ranks is followed. He said the 2010 lieutenants will make about \$105,000.00, the Captain will make about \$110,000.00 and the Chief will make \$115,000.00. Mrs. Capone said that surprised her because of the state New Jersey is in. She said the State is going to start paying closer attention to the municipalities. She said she did a salary search and the Chief in Philadelphia was \$79,900.00 and he would arrive at \$100,000.00 after 20 years of service. Mr. Sasdelli asked her if she looked at Galloway and Egg Harbor Township. Mrs. Capone said her issue is with New Jersey. She said she understood Mr. Sasdelli took other municipalities within New Jersey but that may be why New Jersey is in the state that they are, because they are paying too much. Mrs. Capone asked if it included a car. Mr. Sasdelli said it does. Mrs. Capone asked if the Chief will be allowed to accumulate sick and vacation says over the years. Mr. Sasdelli said the short answer was "no". He explained that all municipal employees are covered by the same municipal Ordinance adopted by the governing body that says the maximum they can be reimbursed is \$15,000.00 no matter how many days they accumulate. Mrs. Capone questioned why there was an increase scheduled in the contract before there was an evaluation. Mr. Sasdelli said the newspaper may not have covered exactly how it was written. He explained the Chief reports to the appropriate authority which is him; that he will do an evaluation; and if the performance warrants it the raise will be in effect and it won't be if the performance doesn't warrant it. Mrs. Capone referred to comments about asking the PBA for cost cutting to apply to the next budget. She said their budget is \$9.6 million and asked if Mr. Sasdelli was asking for 2% of that. Mr. Sasdelli said that wasn't what he asked for. He explained the PBA is due for a 3.75% increase and he is trying to get it decreased by 2%. Mrs. Capone asked if there wasn't supposed to be \$2 million in raises this year. Mr. Sasdelli said that if everybody got their

scheduled raises without any of these concessions it would be about \$550,000.00 but the non-aligned deal is worth about \$100,000.00 and the Teamsters deal with retirements is worth about another \$100,000.00 and he is hoping to get number down. Mrs. Capone asked if he was hoping to have only a \$250,000.00 increase. Mr. Sasdelli said they are hoping to cut the scheduled increase in half. Mrs. Capone asked if the \$9.6 million included lawsuit settlements for judgments against an officer. Mr. Sasdelli said he didn't know which ones Mrs. Capone read but the Township hasn't had any of those. Mrs. Capone said it was last year and that it was in the newspaper. Mr. Sasdelli said he would want to meet with Mrs. Capone privately about that. He explained his the Fund Commissioner and knows about every lawsuit. Mr. Sasdelli said he didn't like the premise of the question and that the Township hasn't had a lot of lawsuits but if there were any such thing it would not be in the police budget, it would be in the insurance line. Mrs. Capone said she understood there were 5 lieutenants, one was just promoted to Captain and she understood that position would not be replaced; and one was promoted to Chief so there will be 3 lieutenants so there will be a savings there. She said she understood the 3 existing lieutenants suggested the Captain position not be filled for a budget savings. Mr. Sasdelli said the difference was roughly \$5,000.00. Mrs. Capone said when Lt. Tappeiner became Chief he was not one of the collective letter suggesting the Captain position not be filled and Lt. Petuskey was not part of it either because he was promoted tonight. She suggested those 3 lieutenants might want to go to the officers that report to them and tell them to accept the freeze if they are really concerned about the budgetary fiscal crises. Mrs. Capone said she thought that it was a letter of exclusion, not a letter of unity and if they worked together it would have been more professional. She commented on Galloway Township telling their PBA last year that 10 police officers would be laid off if they didn't find \$220,000.00 in cuts in their Department and said she didn't want to that and threats made here.

John J. Percy III on being Mayor in 1982 and giving Mr. Pritchard his first appointment to the Planning Board. He commented on performing the marriage ceremony for Mr. Pritchard and his wife Linda. Mr. Percy said Mayor Gaskill had a nice year and a lot of things have happened. Mr. Percy said he thought the Committee selection of Lt. Petuskey for Captain and that his family will be very happy when he can pin his bars on.

There being no further questions or comments from the public, Mr. Palmentieri moved, seconded by Mr. Pritchard, that the public comment portion be and hereby closed.

MOTION CARRIED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

Ms. Gatto moved, seconded by Mr. Palmentieri, that this meeting be and is hereby adjourned.

MOTION CARRIED WITH ALL MEMBERS VOTING "AYE", NO "NAY", NO "ABSTAIN"

ATTEST:

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JOAN I. ANDERSON, R.M.C. TOWNSHIP CLERK