



Borough of Rocky Hill  
Borough Council  
Minutes of the Regular Meeting  
July 18, 2016

The regular meeting of the Borough Council of the Borough of Rocky Hill was called to order by Mayor Jeff Donahue at 7:30 PM followed by the salute to the flag.

**NOTICE OF COMPLIANCE WITH OPEN PUBLIC MEETINGS ACT**

**ROLL CALL**

Attendee Name	Title	Status	Arrived
Robert Ashbaugh	Councilman	Present	
Thomas Bremner	Council President	Present	
Billy Dawson	Councilman	Present	
John Hagemann	Councilman	Present	
Phil Kartsonis	Councilman	Present	
Robert Uhrik	Councilman	Present	
Jeff Donahue	Mayor	Present	

**MAYOR'S COMMENTS**

Mayor Donahue thanked the Recreation Committee for the movie night and the tennis camp. The Mayor commented that the Route 518 bridge over the D&R canal was supposed to be shut down from July 6-August 6th, but close to the shutdown date officials found out that work may be halted. Work started and within a few days all state road projects were shut down. This has caused a lot of traffic on Crescent Avenue, in Kingston, and at the Griggstown Causeway. The bridge will not be re-open anytime soon. Somerset County officials wrote a letter to New Jersey Department of Transportation with health and safety concerns.

**APPROVAL OF MINUTES**

Tabled.

**PUBLIC COMMENT**

Rocky Hill Constable Dianna Dineen asked what residents can do about the bridge situation, and Mayor Donahue responded that they should call the governor's office.

**STATE POLICE REPORT**

- A. State Police Report June 2016

**ENGINEER'S REPORT**

- A. Engineers Report July 2016

B. Motion to Approve the County to repair a pothole on Crescent Avenue for an amount not to exceed \$4,200.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Robert Uhrik, Councilman
<b>SECONDER:</b>	Thomas Bremner, Council President
<b>AYES:</b>	Ashbaugh, Bremner, Dawson, Hagemann, Kartsonis, Uhrik

C. Motion to Approve the County to repair a pothole on Prinection Avenue for an amount not to exceed \$4,200.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Robert Uhrik, Councilman
<b>SECONDER:</b>	Thomas Bremner, Council President
<b>AYES:</b>	Ashbaugh, Bremner, Dawson, Hagemann, Kartsonis, Uhrik

D. Motion to rescind the contrac to Schilke Construction to investigate a potential broken pipe of Lemore Circle and award to JML Contruction for an amount not to exceed \$4,000.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Billy Dawson, Councilman
<b>SECONDER:</b>	Robert Uhrik, Councilman
<b>AYES:</b>	Ashbaugh, Bremner, Dawson, Hagemann, Kartsonis, Uhrik

## **CHIEF FINANCIAL OFFICER'S REPORT**

A. Discussion of Borough Audit

Robert Morrison of Hodulik & Morrison lead the discussion of the Borough Audit. All financial statements are in accordance with regulations.

B. RESOLUTION-2016-71 Certifying that All Members Of the Governing Body of Rocky Hill Borough, Somerset County, Have Reviewed, as a Minimum, The Sections of the 2015 Annual Audit Entitled "General Comments and Recommendations"

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Robert Ashbaugh, Councilman
<b>SECONDER:</b>	John Hagemann, Councilman
<b>AYES:</b>	Ashbaugh, Bremner, Dawson, Hagemann, Kartsonis, Uhrik

## **DEPARTMENTAL REPORTS**

A. Tax Collector Report May 2016

B. Court Report May 2016

## **APPROVAL OF VOUCHERS**

A. Bill List Dated 7/18/16

All vouchers except #8925.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Robert Ashbaugh, Councilman
<b>SECONDER:</b>	Phil Kartsonis, Councilman
<b>AYES:</b>	Ashbaugh, Bremner, Dawson, Hagemann, Kartsonis, Uhrik

B. Approve Voucher #8925

<b>RESULT:</b>	<b>ADOPTED [4 TO 1]</b>
<b>MOVER:</b>	Billy Dawson, Councilman
<b>SECONDER:</b>	Robert Uhrik, Councilman
<b>AYES:</b>	Dawson, Hagemann, Kartsonis, Uhrik
<b>NAYS:</b>	Ashbaugh
<b>ABSTAIN:</b>	Bremner

## **COMMITTEE REPORTS**

Administration & Records -R. Ashbaugh

Waiting for authorization for destruction of records and considering whether or not the Borough should digitalize the records that must be kept.

Buildings & Grounds - T. Bremner

The fire escape is being refurbished.

Finance & Insurance - P. Kartsonis

Requested year-to-date accounting. The boat that was purchased need to go on the insurance policy.

Public Safety & Emergency Services - B. Dawson

The constables are doing a great job.

Streets & Roads - B. Uhrik

Mr. Uhrik thanked John Vereb of 6 Crescent Avenue for alerting the Borough about the pot hole on Crescent Avenue.

Water, Sewer & Environmental Protection - J. Hagemann

The DEP completed its annual inspection. A water meter was installed on Skillman Avenue.

Council Representative to Planning Board - R. Ashbaugh

There was no June meeting. The Planning Board is identifying ways to make planning and historic preservation error free. Reviewing affordable housing report from Tamara Lee.

Council Liaison to Recreation Committee- P. Kartsonis

Family kick ball, Rocky Hill Day, and the movie night were all well attended.

Council Representative to Board of Health -B. Uhrik

No report.

Zoning Official's Report - M. Blasch

No report.

Grants Committee - T. Bremner

The Borough is considering hiring William Epps as Recycling Coordinator through the Clean Communities Grant.

## **SPECIAL BUSINESS**

- A. RESOLUTION-2016-72 Authorizing the Mayor and Clerk to Sign a Third Amendment to Lease Agreement with New Cingular Wireless PCS, LLC, by AT&T Mobility Corporation

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Robert Ashbaugh, Councilman
<b>SECONDER:</b>	Phil Kartsonis, Councilman
<b>AYES:</b>	Ashbaugh, Bremner, Dawson, Hagemann, Kartsonis, Uhrik

- B. RESOLUTION-2016-73 Approving the Recycling Tonnage Grant Resolution

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Thomas Bremner, Council President
<b>SECONDER:</b>	Billy Dawson, Councilman
<b>AYES:</b>	Ashbaugh, Bremner, Dawson, Hagemann, Kartsonis, Uhrik

- C. RESOLUTION-2016-74 Urging Governor Christie and the State of New Jersey to Consider the Route 518 Bridge Replacement Project Essential and to Restore Construction Work as Quickly as Possible

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Robert Uhrik, Councilman
<b>SECONDER:</b>	Billy Dawson, Councilman
<b>AYES:</b>	Ashbaugh, Bremner, Dawson, Hagemann, Kartsonis, Uhrik

- D. RESOLUTION-2016-75 Resolution Authorizing a Contract with The County of Somerset to Provide Participation In a Cooperative Means of Conducting Certain Community Development Block Grant and Home Investment Partnership Program Activities

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Billy Dawson, Councilman
<b>SECONDER:</b>	Robert Ashbaugh, Councilman
<b>AYES:</b>	Ashbaugh, Bremner, Dawson, Hagemann, Kartsonis, Uhrik

## **UNFINISHED BUSINESS**

None.

## **NEW BUSINESS**

None.

**COMMUNICATIONS**

None.

**PUBLIC COMMENT**

The floor was opened to public comment, hearing none, the floor was immediately closed.

**EXECUTIVE SESSION 8:42PM**

1. RESOLUTION-2016-76 To Retire into Executive Session for the Purpose of Potential Litigation-Think Pavers Hardscaping, LLC and Contract Negotiations: Montgomery Township Animal Control

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Thomas Bremner, Council President
<b>SECONDER:</b>	Phil Kartsonis, Councilman
<b>AYES:</b>	Ashbaugh, Bremner, Dawson, Hagemann, Kartsonis, Uhrik

**RESULTS OF EXECUTIVE SESSION (IF ANY)**

1. Approve Payment to Think Pavers for \$32,225.06 based on final change order from Ordinance 2012-3 subject to posting maintainace bond.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Phil Kartsonis, Councilman
<b>SECONDER:</b>	Robert Uhrik, Councilman
<b>AYES:</b>	Ashbaugh, Bremner, Dawson, Hagemann, Kartsonis, Uhrik

**ADJOURNMENT**

Mr. Dawson moved to adjourn the meeting at 9:07PM, Mr. Hagemann seconded, and motion carried on voice vote.

**New Jersey State Police - Kingwood Station**  
**Rocky Hill Borough (clerk@rockyhill-nj.gov)**  
**Monthly Activity Report - Month of June 2016**  
**Municipal Code: 1817 FAX (609) 924-2274**

Type of Activity: Calls for Service

Verbal Dispute 1 - Grove St.  
 Property Dispute 1 - Lemoire Cir.

Type of Activity: Investigations and/or Investigations Resulting in Arrests

Nothing To Report

Type of Activity: Accidents (3)	Killed	Injured	Ejected
Princeton Avenue - 1 accident	0	1	0
Washington Street - 1 accident	0	0	0
Route 518 - 1 accident	0	0	0

Type of Activity: Driving Under the Influence (I)

Princeton Avenue - 1 Arrest

Report submitted by: Assistant Station Commander SFC J. Heitzman 4701 Date: 06/30/2016

Attachment: Rocky Hill JUN 2016 (DOC-2016-52 : State Police Report June 2016)

**TO:** Mayor and Council  
Borough of Rocky Hill

**FROM:** William C. Tanner, P.E.  
Borough Engineer

**DATE:** July 16, 2016

**SUBJECT:** ENGINEER'S REPORT JUNE 2016

1. TREE REMOVAL – NEIGHBORS PROPERTY

The attorney has reviewed the certificate of insurance submitted by Tamke and approved it. Tamke will be scheduling the work in the near future. I have requested a potential timeline and reiterated that the site does have a day care center on site during the school year and therefore the tree should be removed in the next month.

2. PROJECTS

**Montgomery Avenue** – The recent issues with the bridge have caused a delay in this work. I will file the paper work this month.

**Generator Grant** – I filed the quarterly report on the project this month. We also received the signed contract and insurance from the Engineering firm the Borough agreed to hire to do the design. In the coming weeks we will perform a survey of the site to act as the basis of our map for a site plan. We will also schedule a meeting with the Engineering firm to prepare plans and specs for bidding this falls. Construction is planned for late this fall.

Our Grant must be expended by June of 2018.

3. NJDEP WATER RESTRICTION

Nothing to report.

Please Reply To:  
**CENTRAL NJ OFFICE** • 32 Brower Lane, Bldg. B, PO Box 5877 • Hillsborough NJ 08844 • 908.359.8291  
Fax: 908.359.1580

With Other Offices In:  
Hamilton NJ • Lebanon NJ • Phillipsburg NJ • Freehold NJ • Doylestown PA • Bethlehem PA • Wyomissing PA • Newark DE

July 16, 2016  
June Report

4. **SPOT REPAIRS ON SIDEWALKS/ MISCELLANEOUS**

I have pulled together a group of small projects that I am sending out to a couple of contractors for a quote. Specifically:

1. 24 linear feet of sidewalk near the library on Washington Street
2. The water meter box for the Rescue Squad.
3. The repair of an existing house street valve which is broken. This would also entail some sidewalk replacement.

5. **CRESCENT AVENUE DRAINAGE**

As we discussed a proposed partial solution for the flooding near the pond would be to install approximately 24 linear feet of 24" diameter HDPE pipe from the existing inlet on Crescent Avenue to a new "E" type inlet to try to catch as much stormwater as possible before it overflows into the street. As we discussed the current pipe is being underutilized with as much as half the pipe capacity available for additional water. While this is not a complete answer to the flooding in the area, it may ameliorate some of the ponding in the area.

Based on the scope of work outlined above we have estimated a budget of \$5,000.00

6. **COUNTY ROAD PROJECTS FOR THE BOROUGH**

As we discussed last month the County has given the Borough a price for the repair of the curblin area on 11 Princeton Avenue. Attached is a copy of the scope of work and budget, \$4,163.48. Generally the County estimates high.

I also asked them for a price to totally remove and repair the patch on Crescent Avenue where the watermain break was fixed last year. For the record the Contractor who did the repair did not put in this patch and to my knowledge was not paid for it. The County did the work "as a favor" since they wanted the road paved and the asphalt plant was closed. They had some left over pavement in one of their trucks which they used. As a result of the pounding the patch has deteriorated and needs to be replaced. The County estimate for this is the same as the first issue.

7. **WASHINGTON STREET SIDEWALK CONTRACT**

All the information requested will be available Monday night for a final decision. I have attached the finalized voucher from the contractor for your review. There was some confusion at the last meeting regarding the final number. The Contractor was under the impression that there was still retainage being held. This was not the case. The contractor's final payment amount now matches what this office has calculated, \$32,225.06

July 16, 2016  
June Report

A two year maintenance bond will be presented prior to the check being released

8. **STAGE II TREATMENT PLANT**

On hold pending information from Montgomery on the proposed study.

9. **SEWER FLOWS**

A budget will be put together for your consideration this fall for potential inclusion in next year's budget.

10. **COUNTY PLOWING**

We still need to confirm formally the request that the County put Knoll Court officially on their list for plowing.

11. **COUNTY ROAD STRIPING**

For follow up once the County awards a contract.

12. **ANNUAL TIER B REPORT**

I intend to have a short but informative discussion on Monday.

13. **CONTRACTS FOR THE REMAINDER OF THE YEAR**

We will be working on this in August but as discussed previously this may be difficult to secure as leaf collection occurs during Hurricane Season.

14. **EAGLE SCOUT PROJECT**

A proposal is being put together by the Scout for the Borough's consideration.

15. **RT. 518 BRIDGE REPLACEMENT**

As you are aware the Governor has suspended all work on NJDOT Contracts which included the bridge over the canal. The resulting traffic problems have been felt from Montgomery at the Griggstown Bridge, into Franklin and down to Route 1 in South Brunswick. I have been forwarding the emails we receive to keep you up to date.

The Mayor has been in touch with our State and County governing officials to bring as much pressure to bear as possible.

I do not see a quick resolution for this problem.

Position	HR Rate	HR Worked	Total Cost
Foreperson	\$27.39	8	\$219.12
Equipment Operator	\$25.02	8	\$200.16
Equipment Operator	\$25.02	8	\$200.16
Road Worker	\$21.29	8	\$170.32
Truck Driver	\$21.29	8	\$170.32
Truck Driver	\$21.29	8	\$170.32
Flagman	\$21.29	8	\$170.32
Flagman	\$21.29	8	\$170.32
		Labor Total	\$1,471.04

Vehicle/Equipment	HR Rate	Usage	Total Cost
Truck Single Axle Dump	\$69.69	4	\$278.76
Truck Single Dual Dump	\$60.04	4	\$240.16
Mason Dump	\$46.62	4	\$186.48
Mason Dump	\$46.62	4	\$186.48
Air Compressor	\$18.92	2	\$37.84
Backhoe/Front End Loader	\$40.61	8	\$324.88
Pickup Truck Supervisor	\$23.63	1	\$23.63
Pickup Truck Flagman	\$26.63	4	\$106.52
Roller	\$18.69	4	\$74.76
Trailer	\$5.67	3	\$17.01
Trailer	\$4.40	3	\$13.20
Pavement Saw	\$9.00	0.5	\$4.50
		Equipment Total	\$1,494.22

Material	Rate	Quantity	Total Cost
Asphalt Recycle	\$30.00	8	\$240.00
Base Course	\$74.00	10	\$740.00
Cement	\$12.74	4	\$50.96
3/4 Clean Stone	\$12.00	5	\$60.00
Sand	\$18.00	1	\$18.00
DGA	\$9.00	10	\$90.00
		Road Materials	\$1,198.96

Summary	Labor	\$1,471.04
	Vehicle	\$1,494.22
	Material	\$1,198.22
	<b>Total Cost</b>	<b>\$4,163.48</b>

Attachment: Engineer Report July 2016 (DOC-2016-53 : Engineers Report July 2016)

First Inlet  
Proposed Inlet



Proposed Pond Solution

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT  
GROUP AFFIDAVIT FORM  
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY  
COUNTY OF *Somerset*

We, members of the governing body of the *Borough of Rocky Hill* of, in the County of Somerset, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the *Borough Council* of the *Borough of Rocky Hill* in the county of *Somerset*;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year *2015*;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_  
Notary Public of New Jersey

\_\_\_\_\_  
Clerk

-----  
The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

**IMPORTANT:** This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

Attachment: audit affidavit (RESOLUTION-2016-71 : Resolution to Accept the 2015 Audit)



Collector's Cash Book Breakdown for June 2016. The Last Deposit Slip Number Was 32.

Borough of Rocky Hill Tax Office

Thu Jun 30 16:35:43 EDT 2016

Description	Month To Date	Year To Date	Account
Tax Search	0.00	0.00	00016317
Twp Lien	0.00	0.00	00016317
Dup Bill	0.00	0.00	00016317
Tax Lien	0.00	0.00	00016317
MUN CHARGES	0.00	0.00	00016317
Unallocated	0.00	0.00	00016317
Sc Dis	0.00	0.00	00016317
Miscellane	0.00	0.00	00016317
PREMIUM	0.00	0.00	00016317
NSF CHECK	0.00	0.00	00016317
2015 Taxes	2,649.17	36,913.61	
Prior Year Taxes	2,649.17	36,913.61	00016317
Current Year Taxes	18,076.58	1,237,145.73	00016317
Prepaid Taxes 2017	0.00	0.00	00016317
Interest	641.70	2,720.49	00016317
<b>General Account Totals</b>	<b>21,367.45</b>	<b>1,276,779.83</b>	
<b>Totals for All Accounts</b>	<b>21,367.45</b>	<b>1,276,779.83</b>	

*JMA*  
*CTC*  
*6/30/16*

Attachment: 20160718185206755 (DOC-2016-55 : Tax Collector Report June 2016)

# Municipal Court of Rocky Hill Borough

Monthly Statistical & Financial Report for the Month of: June 2016

### New Cases Filed: TRAFFIC

Parking 0 Moving 39 DWI 1

### Cases Disposed:

Parking 1 Moving 43 DWI 0

### New Cases Filed: CRIMINAL

Indictable 0 Disorderly 0 Other 0

### Cases Disposed:

Indictable 0 Disorderly 0 Other 0

RECEIPTS: 7728.00

$$\begin{array}{r}
 2314.70 \\
 - 93.00 \\
 \hline
 2221.70 \\
 \div 2 \\
 \hline
 1110.85
 \end{array}$$

SBB = 1110.85  
RHB = 1203.85

### DISBURSEMENTS

N.J. Motor Vehicle Services 3394.80  
ATS Surcharge/State of N.J. 180.00  
Title 39 Split/County Treasurer 1427.50  
Rocky Hill Borough 2314.70  
Rocky Hill Borough (interest) (4.97)  
Rocky Hill Borough (public defender fee) 0  
Rocky Hill Borough (POAA) 0  
VCCB/State of N.J. 0  
DEDR/State of N.J. 350.00  
State Lab/State of N.J. 0  
Safe Neighbor Fund/State of N.J. 0  
Web Fees/State of N.J. 61.00  
Conditional Discharge Fee/State of N.J. 0  
Division of Fish & Wildlife 0  
State Parks & Forest 0  
Restitution 0  
Other 0

TOTAL 7728.00

Cindy Hooven, C.M.C.A.

Attachment: 20160718180455616 (DOC-2016-56 : Court Report June 2016)

REPORT ID: TFC6030  
RUN DATE : 07/02/2016  
RUN TIME : 22:48

NEW JERSEY AUTOMATED TRAFFIC SYSTEM  
NISP - WILBURTHA BARBACKS DISPOSITIONS  
ROCKY HILL BORO MUNICIPAL CT  
06/01/2016 TO 06/30/2016

PAGE: 1

TICKET NUMBER	VIOLATION DATE	VIOLATION	TPR.	DATE DISPOSED	FINDING	FINE	COST	MISC	PLATE STATE
1817SC 008998	04/24/2016	RH13-92		06/08/2016		\$29.00	\$21.00	\$0.00	NJ

38.50

REPORT ID: TFC6030  
RUN DATE : 07/02/2016  
RUN TIME : 22:48

NEW JERSEY AUTOMATED TRAFFIC SYSTEM  
NEW JERSEY STATE POLICE DISPOSITIONS  
ROCKY HILL BORO MUNICIPAL CT  
06/01/2016 TO 06/30/2016

PAGE: 1

TICKET NUMBER	VIOLATION DATE	VIOLATION	TPR.	DATE DISPOSED	FINDING	FINE	COST	MISC	PLATE STATE
1817SP559270	03/09/2016	39:4-97		06/08/2016	GUILTY	\$156.00	\$33.00	\$0.00	NJ
1817SP5595902	03/08/2016	39:4-97.3		06/08/2016	DISMISSED	\$0.00	\$0.00	\$0.00	NJ
1817SP5595901	03/08/2016	39:8-1		06/08/2016	DISMISSED	\$0.00	\$0.00	\$0.00	NJ

27.50

TICKET NUMBER	VIOLATION DATE	VIOLATION	TPR.	DATE DISPOSED	FINDING	FINE	COST	MISC	PLATE STATE
1817E16000019	06/14/2016	39:3-66		06/22/2016		\$30.00	\$24.00	\$2.00	NJ

18.50

TICKET NUMBER	VIOLATION DATE	VIOLATION	TPR.	DATE DISPOSED	FINDING	FINE	COST	MISC	PLATE STATE
1817SP5595987	04/28/2016	39:3-74		06/23/2016		\$30.00	\$34.00	\$2.00	NJ
1817SP5595984	04/28/2016	39:4-98 .24		06/08/2016	GUILTY	\$0.00	\$0.00	\$0.00	NJ

28.50

TICKET NUMBER	VIOLATION DATE	VIOLATION	TPR.	DATE DISPOSED	FINDING	FINE	COST	MISC	PLATE STATE
1817SP5620204	06/18/2016	39:4-97		06/23/2016		\$61.00	\$24.00	\$2.00	NJ

18.50  
93.00

\*\*\* END OF REPORT TFC6030 \*\*\*

July 18, 2016

**List of Bills - (0110101001) CASH  
CURRENT FUND**

Check#	Vendor	Description	Payment	Check Total
8922	12 - ARC OF SOMERSET COUNTY	PO 5936 Janitorial Services	200.00	200.00
8923	497 - CHRISTINE WITT	PO 5908 Balloons for Rocky Hill Day Celebra	59.40	59.40
8924	51 - CONFIRE	PO 5914 Annual Fire Extinguisher Inspection	193.10	193.10
8925	547 - Comcast	PO 5920 Phone and Internet	266.72	266.72
8926	81 - ROCKY HILL FIRE COMPANY NO 1	PO 5903 Inflatable Rescue Boat Reimbursemen	3,986.00	3,986.00
8927	83 - G & T Landscaping Inc	PO 5922 Lawn mowing	1,890.00	1,890.00
8928	618 - IT'S A PRINT SHOP	PO 5930 Carnival Games and Inflatables for	500.00	500.00
8929	115 - JML LANDSCAPING INC.	PO 5928 Partial field mowing for summer	1,550.00	1,550.00
8930	441 - Jeff Donahue	PO 5902 Conference of Mayors Expenses	287.52	287.52
8931	122 - KENCOR INC	PO 5907 Emergency Elevator Repair	621.25	621.25
8932	122 - KENCOR INC	PO 5921 Bi-Monthly Elevator service	82.00	82.00
8933	594 - PREMIER DISPOSAL	PO 5927 Garbage service June 2016	3,741.08	3,741.08
8934	328 - PRINCETON TENNIS PROGRAM	PO 5931 Summer Tennis Program	660.00	660.00
8935	210 - PSE&G	PO 5924 Street Lights Electric	712.50	712.50
8936	210 - PSE&G	PO 5933 Crescent Point Park electric	6.71	6.71
8937	210 - PSE&G	PO 5934 Panicaro Park electric	6.34	6.34
8938	210 - PSE&G	PO 5935 Municipal Building electric	411.25	411.25
8939	354 - RICOH USA, INC.	PO 5913 Copy machine rental	109.73	109.73
8940	244 - SOMERSET COUNTY CLERK	PO 5901 Primary election printing 2016	279.13	279.13
8941	247 - SOMERSET COUNTY TREASURER	PO 5912 Manhole Maintenance at 161 Washingt	3,872.17	3,872.17
8942	247 - SOMERSET COUNTY TREASURER	PO 5923 Certified Recycling Professional Se	67.00	67.00
8943	455 - TAMARA LEE PP	PO 5915 Planner Services	840.00	840.00
8944	286 - VAN CLEEF ENGINEERING	PO 5919 Engineering Services May 2016	4,060.25	4,060.25
8945	387 - W. B. MASON CO.	PO 5929 Bankers' Boxes	150.58	150.58
8946	293 - ROCKY HILL WATER & SEWER DEPARTMENT	PO 5918 Municipal Building water & sewer/fi	767.50	767.50
8947	530 - WOOLSON SUTPHEN ANDERSON	PO 5911 PB legal services	420.00	420.00
TOTAL.				25,740.23

**List of Bills - (0810101001) CASH  
UTILITY OPERATING**

Check#	Vendor	Description	Payment	Check Total
7145	415 - AQUA PRO TECH LABS	PO 5916 Water Department Testing	46.00	46.00
7146	14 - AT&T	PO 5909 Water Dept. long distance	1.57	1.57
7147	553 - BRIAN FUSCO	PO 5905 Water Department Maintenance	285.00	285.00
7148	450 - ONE CALL CONCEPTS INC	PO 5925 June One Calls	8.75	8.75
7149	204 - PITNEY BOWES	PO 5910 Postage Machine rental	71.25	71.25
7150	210 - PSE&G	PO 5932 Water Dept. electric	1,529.75	1,529.75
7151	316 - STATE OF NEW JERSEY PWT	PO 5917 State water tax Q2 2016	52.03	52.03
7152	259 - NEW JERSEY STATE TREASURER	PO 5926 Annual Safe Drinking Water Fee	120.00	120.00
7153	311 - TIM LESKO	PO 5906 Water Department Maintenance	486.88	486.88
TOTAL				2,601.23

**List of Bills - (1926005) INTERFUND - DUE CURRENT  
TRUST OTHER**

Check#	Vendor	Description	Payment	Check Total
8920	455 - TAMARA LEE PP	PO 5915 Planner Services	157.50	157.50
8921	530 - WOOLSON SUTPHEN ANDERSON	PO 5911 PB legal services	440.00	440.00
TOTAL.				

Attachment: bill list (DOC-2016-57 : Bill List Dated 7/18/16)

Cell Site No. NYNYNJ0M97  
 Cell Site Name: PRINCETON AIRPORT  
 Fixed Asset No. 10073417  
 Market: NYC/NNJ  
 Address: Young Drive, Rocky Hill, NJ 08553

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“**Third Amendment**”) dated as of the later date below is by and between Borough of Rocky Hill, having a mailing address at Borough Hall, 15 Montgomery Avenue, P.O. Box 188, Rocky Hill, NJ 08553.(hereinafter referred to as “**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to Cellular Telephone Company, a New York partnership, having a mailing address at 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as “**Tenant**”).

**WHEREAS**, Landlord and Tenant (or its respective predecessor) entered into a Lease Agreement dated May 21, 2001, as amended by an Amendment dated June 30, 2003 and a First Amendment to N.J. Lease Agreement dated July 6, 2004 (chronologically, the Second Amendment) (hereinafter, collectively referred to as the “**Agreement**”), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at Young Drive, identified as Lot 1 in Block 5, in the Borough of Rocky Hill, Somerset County, State of New Jersey; and

**WHEREAS**, Landlord and Tenant desire to extend the Term of the Agreement; and

**WHEREAS**, Landlord and Tenant desire to modify, as set forth herein, the rent payable under the Agreement; and

**WHEREAS**, Landlord and Tenant desire to modify, as set forth herein, the Tenant’s obligations to pay rent to Landlord for a Rent Guarantee Period; and

**WHEREAS**, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the Agreement has a new initial term of sixty (60) months (“**New Initial Term**”), commencing on August 1, 2018 (“**New Term Commencement Date**”). As of such New Term Commencement Date, all remaining Extension Terms in the Agreement, except as set forth herein, shall be void and of no further force and consequence. The Term will be automatically renewed for up to two (2) additional sixty (60) month terms (each an “**Extension Term**”) upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then current Extension Term. As of the New Term Commencement Date, the defined term “Term” shall include the New Initial Term and any applicable Extension Term. Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant’s may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term. Subject to the limitations in Sections 4(a) through (d) below, Tenant is obligated to pay rent for the entire Rent Guarantee Period (August 1, 2018-July 31, 2033), less any rent paid during the Rent Guarantee Period.

Cell Site No. NYNYNJ0M97  
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2. **Termination.** In addition to any rights that may exist in the Agreement, after the Rent Guarantee Period, as defined below, Tenant may terminate the Agreement at any time with thirty (30) days prior written notice to Landlord for any or no reason. Subject to the limitations in Sections 4(a) through (d) below, Tenant is obligated to pay rent for the entire Rent Guarantee Period (August 1, 2018-July 31, 2033), less any rent paid during the Rent Guarantee Period.

3. **Modification of Rent.** Commencing on the New Term Commencement Date, the rent payable under the Agreement shall be Two Thousand Three Hundred Dollars and No/100 (\$2,300.00) per month, and shall continue during the Term, subject to adjustment, if any, as provided below.

4. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Notwithstanding Tenant's obligations to pay rent set forth under the Agreement, for a one hundred eighty (180) month period commencing August 1, 2018 and ending July 31, 2033 ("**Rent Guarantee Period**"), Tenant's obligation to pay rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant, except as due to loss from casualty or condemnation. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, Tenant will be released from any and all of its obligations to pay rent during the Rent Guarantee Period as of the effective date of the termination. In addition, Tenant shall be released from any and all of its obligations to pay rent during the Rent Guarantee Period if any of the following shall occur: (a) Landlord is in breach of the Agreement, including but not limited to any default under the terms of the Agreement beyond any applicable grace and cure period; (b) there is a foreclosure of the Property; (c) the Landlord shall require Tenant to relocate Tenant's equipment and facilities to a location that is not acceptable to Tenant in its reasonable business judgment if allowed for in the Agreement; or (d) any existing government permits and/or approvals cannot be obtained or maintained, at no fault of the Tenant. If this Agreement is further modified in the future with an obligation for Tenant to pay additional rent, the payment of rent guarantee established in this paragraph will not be diminished or limited, but such rent guarantee will not extend to that future additional rent obligation.

5. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on August 1, 2023, rent shall increase by ten percent (10%) and at the beginning of each Extension Term thereafter, as applicable.

6. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of this Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate this Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

7. **Expansion of the Premises.** Landlord grants, to the extent practicable and on a space available basis, the Tenant the right to enlarge the Premises or the Landlord shall make space available on the Property for Tenant so that Tenant or its authorized sub lessees may implement any necessary

Cell Site No. NYNYNJ0M97  
 Cell Site Name: PRINCETON AIRPORT  
 Fixed Asset No. 10073417  
 Market: NYC/NNJ  
 Address: Young Drive, Rocky Hill, NJ 08553

modifications, supplements, replacements, refurbishments, or expansions to the Communication Facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion. Should Tenant exercise the right to expand the Premises, Tenant will pay and Landlord will accept as additional rent under the Agreement an amount equal to the then current rent calculated on a per square foot basis as multiplied by each additional square foot added to the Premises. Upon notice to Landlord, a description and/or depiction of the modified Premises ground will become part of the Agreement without any additional action on the part of Tenant and Landlord; however, at the request of Tenant, the parties will execute an amendment memorializing the modification of the ground space of Landlord's Property.

8. **Notices.** Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant:

New Cingular Wireless PCS, LLC  
 Attn: Network Real Estate Administration  
 Re: Cell Site No. NYNYNJ0M97; Cell Site Name: PRINCETON AIRPORT (NJ)  
 Fixed Asset No. 10073417  
 575 Morosgo Drive  
 Atlanta, GA 30324

With a required copy of the notice sent to:

New Cingular Wireless PCS, LLC  
 AT&T Legal Department- Network  
 Attn: Network Counsel  
 Re: Cell Site No. NYNYNJ0M97; Cell Site Name: PRINCETON AIRPORT (NJ)  
 Fixed Asset No. 10073417  
 208 South Akard Street  
 Dallas, TX 75202-4206

As to Landlord:

Borough of Rocky Hill  
 Borough Hall  
 15 Montgomery Avenue  
 P.O. Box 188  
 Rocky Hill, NJ 08553

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

Third Amendment\_ v. 1  
 Focus No. 33990

Cell Site No. NYNYNJ0M97  
 Cell Site Name: PRINCETON AIRPORT  
 Fixed Asset No. 10073417  
 Market: NYC/NNJ  
 Address: Young Drive, Rocky Hill, NJ 08553

9. **Sale of Property.**

- (a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property except as provided below.
- (b) If Landlord, at any time during the Term of this Agreement, decides to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.
  - i. Old deed to Property
  - ii. New deed to Property
  - iii. Bill of Sale or Transfer
  - iv. Copy of current Tax Bill
  - v. New IRS Form W-9
  - vi. Completed and Signed AT&T Payment Direction Form
  - vii. Full contact information for new Landlord including phone number(s)
- (c) Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Tenant acknowledges that there are existing carriers on the Premises. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Tenant accepts the Premises in as-is, where-is condition.
- (d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

10. **Taxes.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 10. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

Cell Site No. NYNYNJ0M97  
 Cell Site Name: PRINCETON AIRPORT  
 Fixed Asset No. 10073417  
 Market: NYC/NNJ  
 Address: Young Drive, Rocky Hill, NJ 08553

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than ninety (90) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 10(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 14(b) of the Agreement, provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 14(b) of the Agreement.

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 8 of this Third Amendment and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC  
 Attn: Network Real Estate Administration -- Taxes  
 Re: Cell Cell Site No. NYNYNJ0M97; Cell Site Name: PRINCETON AIRPORT (NJ)

Third Amendment\_ v. 1  
 Focus No. 33990

Cell Site No. NYNYNJ0M97  
 Cell Site Name: PRINCETON AIRPORT  
 Fixed Asset No. 10073417  
 Market: NYC/NNJ  
 Address: Young Drive, Rocky Hill, NJ 08553

Fixed Asset No. 10073417  
 575 Morosgo Drive  
 Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 10, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

11. **Rental Stream Offer.** If at any time after the date of this Third Amendment, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the rent payments associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the right to receive rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

12. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

13. **Acknowledgement.** Landlord acknowledges that: 1) this Third Amendment is entered into of the Landlord’s free will and volition; 2) Landlord has read and understands this Third Amendment and the underlying Agreement and, prior to execution of the Third Amendment, was free to consult with counsel of its choosing regarding Landlord’s decision to enter into this Third Amendment and to have counsel review the terms and conditions of the Third Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Third Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

14. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

15. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Third Amendment\_ v. 1  
 Focus No. 33990

Cell Site No. NYNYNJ0M97  
Cell Site Name: PRINCETON AIRPORT  
Fixed Asset No. 10073417  
Market: NYC/NNJ  
Address: Young Drive, Rocky Hill, NJ 08553

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the date and year below.

**LANDLORD:**

Borough of Rocky Hill

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT:**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: Gregg E. Bailey

Name: Gregg E. Bailey

Title: Area Manager C&E – NYC/NNJ

Date: 6/20/16

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Attachment: 3RD AMEND TO LEASE AGRMT - NEW CINGULAR WIRELESS (A0911693x9D7D2) (RESOLUTION-2016-72 : Authorizing the Mayor

Cell Site No. NYNYNJ0M97  
Cell Site Name: PRINCETON AIRPORT  
Fixed Asset No. 10073417  
Market: NYC/NNJ  
Address: Young Drive, Rocky Hill, NJ 08553

LANDLORD ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS:

I CERTIFY that on \_\_\_\_\_,  
personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as the \_\_\_\_\_ of \_\_\_\_\_, the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

\_\_\_\_\_  
(Print name and title below signature)

Cell Site No. NYNYNJ0M97  
Cell Site Name: PRINCETON AIRPORT  
Fixed Asset No. 10073417  
Market: NYC/NNJ  
Address: Young Drive, Rocky Hill, NJ 08553

**TENANT ACKNOWLEDGMENT**

STATE OF NEW JERSEY, COUNTY OF SOMERSET SS.:

I certify that on 6/20/16, Gregg E. Bailey, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Area Manager C&E – NYC/NNJ of AT&T Mobility Corporation, the Manager of New Cingular Wireless, PCS, LLC, the entity named in this instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument.

Janette Walby  
(Print name and title below signature)





**COUNTY OF SOMERSET  
DEPARTMENT OF PUBLIC HEALTH & SAFETY**

40 North Bridge Street  
P.O. Box 3000  
Somerville, New Jersey 08876-1262  
(908) 526-2500  
www.co.somerset.nj.us

Director of Public Health & Safety  
CHIEF WILLIAM J. STAHL, RET.  
(908) 231-7124  
Fax (908) 526-2589  
wstahl@co.somerset.nj.us

Dir  
Health Depart  
PAUL MASABA,  
(908) 231-7  
masaba@co.somerset.nj.us

Dir  
Public Safety R  
DAVID J. FRAUENH  
(908) 231-7  
Frauenheim@co.somerset.nj.us

Dir  
Office of Emerg  
Manager  
DOUGLAS VORNLOCH  
(908) 725-4

July 8, 2016

Mr. Richard T. Hammer  
Acting Commissioner  
New Jersey Department of Transportation  
P.O. Box 600  
Trenton, NJ 08625

Re: Transportation Trust Fund Shut Down

Dear Commissioner Hammer,

When Governor Chris Christie issued Executive Order 210 declaring a State of Emergency and directed an immediate and orderly shutdown of all ongoing work that is funded by the Transportation Trust Fund (TTF), many projects located in Somerset County were immediately affected. Based upon the information that we have received, 40 construction contracts are to be halted under the jurisdiction of the State, the County or our municipalities. In addition, it appears that 8 additional projects are to be stopped that are in the design phase. We have reviewed the Shutdown Order promulgated by your office and are aware of the clear provision that outlines the responsibility of the Commissioner of Transportation to keep a project active if it is essential for the health, safety and welfare of the citizens of New Jersey.

Currently, there are two ongoing construction projects located in Somerset County that are funded by the TTF and that are critical to health and safety. Stopping work on these two projects gives me great concern, even for one more day than necessary to complete the project.

Project Information:

**Replacement of County Route 518 Bridge over the D&R Canal, Franklin Township**

Project Lead: NJDOT  
Road Closed: July 6, 2016  
Duration of Road Closure: 31 days  
Average Daily Traffic (ADT): 11,657  
Detour Length: 9.6 miles

-Mission Statement-

The County of Somerset is committed to excellence and innovation in public service, promoting the well-being of all residents and communities by providing effective, efficient and responsive leadership.

Somerset County is an Equal Opportunity Employer

Attachment: sc Letter (RESOLUTION-2016-74 : Route 518 Bridge Project)

## Replacement of South Branch Road Bridge C0606 over Plensant Run, Branchburg Township

Project Lead: Somerset County  
 Road Closed: July 6, 2016  
 Duration of Road Clsoure: 127 days  
 Average Daily Traffic (ADT): 1,324  
 Detour Length: 6.9 miles

As the Director of Health and Safety of Somerset County, I'm very concerned about the effect of a protracted road closure at these two locations. Each of these roads has a lengthy detour, making response times for Fire, Police and EMS much longer than normal. A schedule was developed for South Branch Road bridge that provided the smallest impact to its community particularly schools while adhering to stream restrictions dictated by the NJDEP. The CR 518 bridge has a lengthy detour impacting large volumes of traffic with an aggressive 31 day closure period. On this project, a simple 7 day delay would increase the closure period by 22%. Every day of road closure and every minute of response time is critical when responding to emergencies. As such, Somerset County is urging the State to not shut down these projects on July 8<sup>th</sup> and keep them active because they are essential for the protection of the health, safety and welfare of the citizens of New Jersey.

I can be reached at (908) 231-7173 or at [wstahl@co.somerset.nj.us](mailto:wstahl@co.somerset.nj.us).

Sincerely,

Chief William J. Stahl, Ret  
 Direceter of Public Health and Safety

cc: Somerset County Legislative Delagation  
 Board of Chosen Freeholders  
 Mayor Phillip Kramer, Franklin Township  
 Mayor Jeff Donahue, Rocky Hill Borough  
 Mayor Robert Petrelli, Branchburg Township  
 M. Amorosa, P. McCall, M. Loper

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Attachment: sc Letter (RESOLUTION-2016-74 : Route 518 Bridge Project)



**COUNTY OF SOMERSET  
DEPARTMENT OF PUBLIC HEALTH & SAFETY**

40 North Bridge Street  
P.O. Box 3000  
Somerville, New Jersey 08876-1262  
(908) 526-2500  
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Director of Public Health & Safety  
CHIEF WILLIAM J. STAHL, RET.  
(908) 231-7124  
Fax (908) 526-2589  
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Dir  
Health Depart  
PAUL MASABA,  
(908) 231-7  
masaba@co.somerset.i

Dir  
Public Safety R  
DAVID J. FRAUENH  
(908) 231-7  
Frauenheim@co.somerset.i

Dir  
Office of Emerg  
Manager  
DOUGLAS VORNLOCI  
(908) 725-4

July 8, 2016

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Acting Commissioner  
New Jersey Department of Transportation  
P.O. Box 600  
Trenton, NJ 08625

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Project Information:

**Replacement of County Route 518 Bridge over the D&R Canal, Franklin Township**

Project Lead: NJDOT  
Road Closed: July 6, 2016  
Duration of Road Closure: 31 days  
Average Daily Traffic (ADT): 11,657  
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-Mission Statement-

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Attachment: sc Letter (RESOLUTION-2016-74 : Route 518 Bridge Project)

## Replacement of South Branch Road Bridge C0606 over Pleasant Run, Branchburg Township

Project Lead: Somerset County  
 Road Closed: July 6, 2016  
 Duration of Road Closure: 127 days  
 Average Daily Traffic (ADT): 1,324  
 Detour Length: 6.9 miles

As the Director of Health and Safety of Somerset County, I'm very concerned about the effect of a protracted road closure at these two locations. Each of these roads has a lengthy detour, making response times for Fire, Police and EMS much longer than normal. A schedule was developed for South Branch Road bridge that provided the smallest impact to its community particularly schools while adhering to stream restrictions dictated by the NJDEP. The CR 518 bridge has a lengthy detour impacting large volumes of traffic with an aggressive 31 day closure period. On this project, a simple 7 day delay would increase the closure period by 22%. Every day of road closure and every minute of response time is critical when responding to emergencies. As such, Somerset County is urging the State to not shut down these projects on July 8<sup>th</sup> and keep them active because they are essential for the protection of the health, safety and welfare of the citizens of New Jersey.

I can be reached at (908) 231-7173 or at [wstahl@co.somerset.nj.us](mailto:wstahl@co.somerset.nj.us).

Sincerely,

Chief William J. Stahl, Ret  
 Director of Public Health and Safety

cc: Somerset County Legislative Delegation  
 Board of Chosen Freeholders  
 Mayor Phillip Kramer, Franklin Township  
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 Mayor Robert Petrelli, Branchburg Township  
 M. Amorosa, P. McCall, M. Loper

The County of Somerset is committed to excellence and innovation in public service, promoting the well-being of all residents and communities by providing effective, efficient and responsive leadership.

Somerset County is an Equal Opportunity Employer

Attachment: sc Letter (RESOLUTION-2016-74 : Route 518 Bridge Project)