**BOROUGH OF CALIFON COUNCIL**

**REGULAR MEETING MINUTES OF APRIL 1, 2025**

**CALL TO ORDER**

**Mayor Daniel called the meeting to order at 7:06 p.m. *“I would like to announce and have placed in the minutes that adequate notice of this Regular Meeting of the Califon Borough Council has been provided in accordance with the Open Public Meetings Act by publication of the legal notice in the Hunterdon Review and the Hunterdon County Democrat. In addition, a copy of this notice was posted on the bulletin board in the municipal building and is on file in the Clerk/Administrator’s office”.***

**FLAG SALUTE –** The Pledge of Allegiance was recited.

**ROLL CALL**

|  |  |  |
| --- | --- | --- |
| Council Member | Present | Absent |
| Baggstrom |   |   X |
| Haversang |   X |   |
| Janas |   X |   |
| Ruggiero |   +X |   |
| Smith |   X |   |
| Medea |   X |   |

+ Comm. Ruggiero attended via phone

Others present: Mayor Daniel, Clerk/Administrator Haughey, Borough Attorney Anderson (via Zoom)

**CORRESPONDENCE**

**Clerk Haughey** read into the record as requested in an email from resident John Folsom regarding the following from an article in the Hunterdon Review: “Mayor Melick (Tewksbury Mayor) spoke about concerns that Califon Borough appears to be relying a bit much on Tewksbury Township for police calls, instead of Washington Township Police, who have been contracted to handle Califon Borough policing for a number of years. ‘Twice in the last couple of weeks, the Tewksbury (Police Department) has been called into Califon because Washington Township is not able to handle it,’ Mayor Melick said. ‘Is that becoming more and more of an issue?’ ‘It goes up and down,’ Tewksbury Police Chief Tim Hanft said. Hanft said if there is an emergency, such as a person having a heart attack, or an incident with a child, the township police will respond to residents in the borough. ‘Does it happen? Yes?’ Hanft said. ‘Is it common? Yes, fairly common.” Melick said that he understood that the municipalities work together for mutual aid but, ‘Washington Township is so far removed, and they are not (in Califon) on a regular basis, and it seems they rely on Tewksbury and Lebanon Townships, even though the (borough) contracts with Washington Township. There is no such agreement with Tewksbury.’ Melick asked Hanft to keep an eye on it.”

**Mayor Daniel** stated that he has never heard anything regarding the Borough relying on Tewksbury Township police. Council Member Medea requested the Tewksbury Township meeting minutes to get an accurate understanding of how the subject came up.

**OLD BUSINESS**

There was no old business discussed.

**NEW BUSINESS**

**Resolution R-50-25**

**AUTHORIZING THE RENEWAL OF A COOPERATIVE PRICING SYSTEM KNOWN
AS THE HUNTERDON AREA ENERGY COOPERATIVE AND TO ENTER INTO COOPERATIVE PRICING AGREEMENTS WITH OTHER CONTRACTING UNITS**

**WHEREAS,** *N.J.S.A. 40A:11-11(5)* authorizes two or more contracting units to establish
a Cooperative Pricing System and to enter into a Cooperative Pricing Agreement for its administration; and

**WHEREAS,** in Resolution 2017-84, the Borough of Califon established a Cooperative
Pricing System known as the Hunterdon Area Energy Cooperative and entered into a
Cooperative Pricing Agreement; and

**WHEREAS,** the Borough of Califon is desirous of renewing said Cooperative Pricing System and renewing said Cooperative Pricing Agreement with other contracting units; and

**WHEREAS,** the Borough of Califon has agreed to continue to serve as Lead Agency for the Cooperative Pricing System known as the Hunterdon Area Energy Cooperative; and

**WHEREAS,** the Borough Council of the Borough of Califon has duly considered the renewal of a Cooperative Pricing System for the provision and performance of goods and services.

**NOW THEREFORE BE IT RESOLVED,** by the Mayor and Council of the Borough of Califon, County of Hunterdon, State of New Jersey that permission is granted to renew the Cooperative Pricing System known as the Hunterdon Area Energy Cooperative, ID# 270HAEC, with the Borough of Califon serving as Lead Agency; and

**BE IT FURTHER RESOLVED** that the Mayor of the Borough of Califon is hereby authorized to enter into separate Cooperative Pricing Agreements with the participating contracting units and said Agreement shall be deemed a single Agreement; and

**BE IT FURTHER RESOLVED** that a single certified copy of this resolution shall be forwarded to the Division of Local Government Services as part of the application for the renewal of this Cooperative Pricing System; and

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately upon adoption.

**Mayor Daniel** explained that the Cooperative went out to bid for a new contract for electricity. Beginning June 1, 2-25 the contract rate for the Standard Program Option is $0.1394/kWh, and the contract rate for the Green Program Option is $0.1494/kWh. Residents who are currently in the HAEC will continue to receive their electricity through this program at the new contract rate. Residents who have previously opted out of the program will remain out. Any resident currently in the program who wishes to opt out may do so at any time with no fees or penalties. Postcards will be mailed to residents in the next couple of weeks.

**R-50-25** was passed by the following roll call vote:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Council Member | Motion | Second | For | Against | Abstain | Absent |
| Baggstrom |   |   |   |   |   |   X |
| Haversang |   X |   |   X |   |   |   |
| Janas |   X |   |   X |   |   |   |
| Ruggiero |   |   |   X |   |   |   |
| Smith |   |   |   X |   |   |   |
| Medea |   |   |   X |   |   |   |

**CONSENT AGENDA**

(Adoption upon Roll Call)

 “Consent Agenda items are routine and will be enacted with a single motion. Any items that require expenditures are supported by a certification of funds; any item requiring discussion will be removed from the Consent Agenda; all Consent Agenda items (indicated with \*) will be reflected in the full minutes.”

**\*LIST OF BILLS**

**\*Resolution R-45-25**

**AUTHORIZING CANCELLATION OF PROPERTY TAXES FOR BLOCK 20, LOT 2**

**WHEREAS**, Mr. Michael T. Bergeron, the owner of Block 20, Lot 2, as designated on the Tax Map of the Borough of Califon, commonly known as 7 Railroad Avenue, has applied for a property tax exemption in accordance with statute 54:4-3.30 as a totally disabled veteran; and

**WHEREAS,** Mr. Bergeron was assigned his disability rating by the Department of Veterans Affairs effective May 30, 2024; and

**WHEREAS,** Mr. Bergeron has submitted a complete application to the Tax Assessor requesting property tax exemption as of March 1, 2025.

**WHEREAS**, Mr. Bergeron’s application was approved by the Municipal Tax Assessor, Penny Holenstein.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Califon, Hunterdon County, State of New Jersey, that the property taxes on Block 20; Lot 2 on the tax map of the Borough of Califon, be hereby cancelled from March 1, 2025 through December 31, 2025.

**\*Resolution R-46-25**

**APPOINTING BOARD OF HEALTH AND ENVIRONMENTAL COMMISSION SECRETARY**

**BE IT RESOLVED** by the Borough Council of the Borough of Califon, County of Hunterdon and State of New Jersey, that the following appointments are hereby made:

Jessica Daehnke as Secretary to the Board of Health through December 31, 2025.

Jessica Daehnke as Secretary to the Environmental Commission through December 31, 2025.

**\*Resolution R-47-25**

**PETITION TO THE DIRECTOR OF THE LGS TO ALLOW A DELAYED BUDGET INTRODUCTION**

 **WHEREAS**, under provisions of N.J.S.A.40A:4-5, a municipality shall

introduce the Local Municipal Budget no later than March 29 of the fiscal year; and,

 **WHEREAS**, the Borough of Califon has delayed the introduction of the 2025 Municipal Budget past the statutory deadline.

 **NOW, THEREFORE BE IT RESOLVED**, by the Borough Council of the Borough of Califon, Hunterdon County, New Jersey, that the Borough of Califon hereby petitions the Director of the Division of Local Government Services to allow a delayed introduction of the 2025 Califon Borough Municipal Budget; and,

 **BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be forwarded to the Director of the Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, New Jersey 08625-0803 through the DLGS FAST portal.

**\*Resolution R-48**

**AUTHORIZING SHARED SERVICE AGREEMENT WITH THE BOROUGH OF HIGH BRIDGE FOR STREET SWEEPING**

**THIS INTERLOCAL SERVICES AGREEMENT** made this 1st day of April, 2025 by and between **THE BOROUGH OF HIGH BRIDGE** (“High Bridge”), a municipal corporation in the County of Hunterdon, State of New Jersey with offices at 97 West Main Street, High Bridge, New Jersey 08829-1003 and the **BOROUGH OF CALIFON** (“Califon”), a municipal corporation in the County of Hunterdon, State of New Jersey with officers at 39 Academy Street, P.O. Box 368, Califon, New Jersey 07830.

**WHEREAS,** the Borough of Califon wishes to enter in to a Shared Services Agreement for Street Sweeping Services; and

**WHEREAS,** the Borough of High Bridge possesses the equipment and staff that is qualified and able to provide such services to the Borough of Califon; and

**WHEREAS,** the Borough of High Bridge shall provide Street Sweeping Services as outlined herein; and

**WHEREAS,** the parties have agreed that High Bridge will provide Street Sweeping Services to Califon in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A.* 40A:65-1 et *seq*. (“Shared Services Act”) as set forth in the terms and conditions of this Agreement; and

**WHEREAS,** Califon has approved this Agreement pursuant to **RESOLUTION R-49-25 -** and High Bridge has approved this Agreement pursuant to **RESOLUTION 127-2025**.

 **NOW, THEREFORE,** foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Terms**
	1. The Borough of High Bridge shall provide a minimum of four (4) annual sweepings at a cost of Eight Hundred Fifty Dollars ($850.00) per sweeping, whereas any additional sweepings shall be filled at such per sweeping cost.
	2. The Borough of High Bridge shall dispose of spoils at the Warren County District Landfill and thereafter provide the Borough of Califon with a sweeping log and proof of disposal annually as required for Califon’s MS4 permit.
	3. The Borough of Califon shall be responsible for establishing an account with Warren County District Landfill to be directly billed for any fees for disposal of Califon’s spoils.
	4. The Borough of Califon shall be responsible for establishment and enforcement of parking restrictions to effectuate street sweeping.
2. **Term**

This Agreement shall be effective upon both High Bridge and Califon adopting authorizing Resolutions until terminated as outlined in this agreement. Such agreement will remain effective for the remainder of the calendar year expiring on ***December 31st***.

1. **Indemnification**

Califon shall not be liable for any negligent, reckless or intentional acts or omissions of High Bridge and High Bridge shall indemnify defend and hold Califon harmless form all losses, injuries or damage caused by the negligent, reckless or intentional acts or omission of High Bridge or any of its respective employees or independent contractors in rendering services including any allegations against Califon arising out of the provision of services. Such indemnification shall include payment of reasonable attorney’s fees and costs in the defense of any claim made by a third person against Califon incident to such neglect, reckless or intentional acts or omissions.

1. **Insurance**
	1. Final approval of this Agreement by High Bridge and Califon is subject to High Bridge’s obtaining insurance coverage which shall include, without limitation, liability, comprehensive general liability, automobile liability, errors and omissions and workers compensation with limits and deductibles in the following minimum amount of $2,000,000.00 in which Califon is named as additional insured.
	2. High Bridge will cause Califon to be named as an additional insured on all of the above policies on a primary, non-contributory basis.
2. **Applicable Law**

Each party shall comply with all applicable laws pertaining to the provisions of street sweeping services including, without limitation to the Uniformed Shared Services and Consolidation Act, *N.J.S.A* 40A:65-1 et seq.

1. **Termination**

Either party may terminate this Agreement for any reason provided that the party seeking the termination provides thirty (30) days written notice in advance of the date of the termination.

1. **Remedies**

In the event either party defaults in the performance of any of its obligations under this Agreement and following thirty (30) days prior written notice and an opportunity to cure within such time period, the non-defaulting party shall be entitled to all remedies available to at law or equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonably be cured within such a time period, providing the defaulting party is using reasonable, diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs and expenses, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate this Agreement.

1. **Choice of Law and Dispute Resolution**
	1. Any dispute arising under this Agreement shall be resolved in accordance with the terms below:
2. All remedies provided elsewhere in this Agreement to resolve disputes, claims and protests shall be exhausted.
3. Prior to litigation, High Bridge and Califon shall endeavor to settle disputes by mediation in accordance with the current mediation rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association.
4. Nothing herein shall be construed to prevent High Bridge and Califon from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

1. **Entire Agreement**

This Agreement represents the entire agreement between the parties and may not be supplemented, amended or revised unless in writing and signed by the parties to the original agreement.

1. **Severability**

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

1. **Wavier**

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant or conditions at any other time; nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

**\*R-49-25**

**APPOINTING OEM COORDINATOR WASELESKI**

**WHEREAS,** the Office of Emergency Management in the Borough of Califon and Califon’s OEM Coordinator are in need of support and assistance with the operation and duties of the OEM office; and

**WHEREAS,** George Waseleski has volunteered to serve another 3-year term as Califon’s OEM Coordinator,

**NOW, THEREFORE, BE IT RESOLVED** that the Borough of Califon Mayor and Council hereby approves the appointment of George Waseleski as the OEM Coordinator to Califon’s Office of Emergency Management, effective for a term to expire December 31, 2026.

**BE IT FURTHER RESOLVED** that notification of these appointments be forwarded for filing to the Hunterdon County Office of Emergency Management.

**The consent agenda** was passed by the following roll call vote:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Council Member | Motion | Second | For | Against | Abstain | Absent |
| Baggstrom |   |   |   |   |   |   X |
| Haversang |   |   |   X |   |   |   |
| Janas |   |   |   X |   |   |   |
| Ruggiero |   |   |   X |   |   |   |
| Smith |   X |   |   X |   |   |   |
| Medea |   |   X |   X |   |   |   |

**Resolution R-44-25**

**AUTHORIZING SUBMISSION OF A STRATEGIC PLAN FOR THE VOORHEES MUNICIPAL ALLIANCE GRANT FOR FY 2026**

**WHEREAS,** the Governor’s Council on Substance Use Disorder (GCSUD) established the Municipal Alliances for the Prevention of Substance Use Disorder in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent substance use disorder in communities throughout New Jersey.

**WHEREAS,** The Borough Council of the Borough of Califon, County of Hunterdon, State of New Jersey recognizes that substance use disorder is a serious problem in our society amongst persons of all ages; and therefore, has an established Municipal Alliance Committee; and,

**WHEREAS,** the Borough Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent substance use disorder in our community; and,

**WHEREAS,** the Borough Council has applied for funding to the Governor’s Council on Substance Use Disorder through the County of Hunterdon;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Califon, County of Hunterdon, State of New Jersey hereby recognizes the following:

1. The Borough Council does hereby authorize submission of a strategic plan for the Voorhees Municipal Alliance grant for fiscal year 2026 in the amount of:

 GCSUD GRANT FUND $ 7,306.00

Cash Match $ 1,826.50

 In-Kind $ 5,479.50

1. The Borough Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

**Mayor Daniel** explained that this is a grant administered through the county to present educational programs regarding substance abuse and mental health education, mainly to students, in Voorhees and local area elementary schools.

**R-44-25** was passed by the following roll call vote:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Council Member | Motion | Second | For | Against | Abstain | Absent |
| Baggstrom |   |   |   |   |   |   X |
| Haversang |   X |   |   X |   |   |   |
| Janas |   X |   |   X |   |   |   |
| Ruggiero |   |   |   X |   |   |   |
| Smith |    |   |   X |   |   |   |
| Medea |   |    |   X |   |   |   |

**COMMITTEE REPORTS**

**Comm. Medea** – The annual egg hunt will be held at 2 pm on April 12 in Califon Island Park.

**Comm. Haversang** – The Environmental Commission is not meeting in April but will have a presentation at the May 13th meeting on community-based composting. April 12 is the annual river clean up. Additionally, Raritan Headwaters with Trout Unlimited will plant 25 more trees in the park.

**Comm. Janas** – the March Planning/Zoning Board meeting was cancelled for lack of public hearings. The next Planning Board/Zoning Board meeting will be held on April 30.

**Comm. Smith** – the Califon Board of Education will hold their budget hearing on April 30 at 7 pm. Special Education expenses are having an impact on the budget. The school enrollment remains at 94 students.

**Comm. Ruggiero** – the next addition of the Crier will be coming out shortly.

**MAYOR’S REPORT**

**Mayor Daniel** attended a NJ legislature meeting. Municipalities are leaving the State health benefits plan due to high increases every year and forming their own health insurance funds. He believes legislation may be passed that requires municipalities to remain in the state plan for 3 years.

**PUBLIC COMMENT**

**Chief Almer** reported that thePolice Department had 911 calls in the Borough in March and made 52 car stops.

**R-51-25**

**RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN
ACCORDANCE WITH THE NEW JERSEY OPEN PUBLIC MEETINGS ACT**

BE IT RESOLVED, by the Borough Council of the Borough of Califon, County of Hunterdon, State of New Jersey, that an Executive Session, not open to the public, shall be held immediately following the adoption of this Resolution for: Public Safety Issues

At the conclusion of the Executive Session, the regular meeting will continue, and further public discussion and action may occur. It is anticipated that minutes of the Executive Session may be disclosed to the public when it is determined that the public interest no longer requires confidentiality.

**R-51-25** was passed by the following roll call vote:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Council Member | Motion | Second | For | Against | Abstain | Absent |
| Baggstrom |   |   |   |   |   |   X |
| Haversang |    |   |   X |   |   |   |
| Janas |    |   X |   X |   |   |   |
| Ruggiero |   |   |   X |   |   |   |
| Smith |   X |   |   X |   |   |   |
| Medea |   |    |   X |   |   |   |

The Borough Council entered Executive Session at 7:29 p.m.

The Borough Council emerged from Executive Session at 8:06 p.m.

**ADJOURNMENT**

|  |  |  |
| --- | --- | --- |
| Council Member | Motion | Second |
| Baggstrom |   |   |
| Haversang |   |   |
| Janas |   |   X |
| Ruggiero |   |   |
| Smith |   X |   |
| Medea |   |   |

The meeting adjourned at 8:06 p.m.