

RESOLUTION

**AUTHORIZING THE PURCHASE
OF COMPUTER EQUIPMENT AND PERIPHERALS THROUGH STATE
CONTRACT NUMBER 19-TELE-00656 WITH DELL CORPORATION**

WHEREAS, the Township of Clinton finds a need to purchase computer equipment and peripherals to be used by various departments in the Township, and

WHEREAS, the Township wishes to purchase computer equipment and peripherals through State contract number 19-TELE-00656 with Dell Corporation,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Clinton, County of Hunterdon, State of New Jersey, that the various departments in the Township of Clinton are hereby authorized to purchase computer equipment and peripherals through State contract number 19-TELE-00656 at a total cost not to exceed \$25,000.

ATTEST:

Carla Conner, Township Clerk

Brian Mulla, Mayor

Adopted: September 8, 2021

RESOLUTION

**AUTHORIZING THE PURCHASE
OF ROCK SALT FROM MORTON SALT THROUGH THE HUNTERDON
COUNTY PURCHASING CO-OP FOR 2021-2022, CONTRACT #51-HCCPS,
NTE \$100,000**

WHEREAS, the Township of Clinton finds a need to purchase road rock salt to be used by the Department of Public Works, and

WHEREAS, the Township belongs to the Hunterdon County Purchasing CO-OP and said salt is available for purchase through the CO-OP, as a result of a public bidding process conducted by the CO-OP under contract number 51-HCCPS and;

WHEREAS, the successful bidder was Morton Salt at a price of \$48.51 per ton;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Clinton, County of Hunterdon, State of New Jersey, that the Public Works Director is hereby authorized to purchase Rock Salt through contract 51-HCCPS at a total cost not to exceed \$100,000.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: September 8, 2021



County of Hunterdon

Department of Finance

Division of Purchasing

Administration Building

71 Main Street Bldg 1, 2ND FL

PO Box 2900

Flemington, New Jersey 08822-2900

Phone: (908) 788-1120 Facsimile: (908) 806-3721

Raymond E. Rule, Jr., QPA

Purchasing Agent

Phone: (908) 806-4374

rrule@co.hunterdon.nj.us

September 1, 2021

To all municipal participants:

The Board of County Commissioners awarded a master contract for County Bid #2020-12 for year two to Morton Salt, Inc. at the July 20th Commissioner Meeting to Furnish and Deliver Rock Salt for Snow and Ice Control for Roads and Bridges for the County and members of the County Cooperative Pricing System for the 2021/2022 season.

In order to begin a contractual relationship with the above listed vendors, the following must be executed according to the individual municipal requirements.

1. If the cost of the order is under the bid threshold (\$17,500/QPA \$44,000), and if the contracting agent is authorized to do so, then the contracting agent may issue a purchase order, pursuant to N.J.S.A. 40A:11-3. If the cost of the order exceeds the bid threshold, then the contract must be awarded by resolution of the governing body in accordance with N.J.A.C. 5:34-7.11. The identification code (51-HCCPS) shall be affixed to each purchase order or contract and shown on all forms pertaining thereto.
2. The contract period is September 19, 2021 to September 18, 2022.
3. The price (Rock Salt) agreed upon by contract is \$48.51 per ton.

Morton Salt
444 West Lake Street, Suite 3000
Chicago IL 60606

The contract contact is Meredith Kerr, Contract Administrator at 312-807-2723 and the fax number is 312-896-9208. The email address is: MKerr@mortonsalt.com

If you have not purchased from Morton Salt in the last four (4) years, you will need to contact Meredith Kerr to get processed in their system. This can take 1-2 weeks. It is imperative to contact them before the snow and ice season begins to avoid any issues you may have in the winter when trying to place your order.

All other contact information is as follows:

For Ordering:	Name	Phone #	Email
General Orders	Customer Service	1-855-665-4540	buyroadsalt@mortonsalt.com
Customer Supply Chain Associate	Ezra Lampson	1-630-861-2313	elampson@mortonsalt.com
Customer Service Manager	Michelle Staunton	1-630-861-2722	mstaunton@mortonsalt.com

For Delivery:	Name	Phone #	Email
Logistics Analyst, Carrier Operations	Andrew Boyle	1-312-807-2542	aboyle@mortonsalt.com
Contract Issues	Name	Phone #	Email
Contract Administrator	Meredith Kerr	1-312-807-2723	MKerr@mortonsalt.com
For General Problems	Name	Phone #	Email
Sales Rep	Bob George	607-759-4324	rgeorge@mortonsalt.com
For Escalation of any problems	Name	Phone #	Email
Director, U.S. Government Bulk Deicing Sales and Marketing	Anthony Patton	(312) 807-2496	apatton@mortonsalt.com

If you have any questions or concerns, please do not hesitate to give me a call at 908-806-4374.

With kindest regards,

Raymond E. Rule, Jr.

Raymond E. Rule, Jr., QPA
Purchasing Agent
County of Hunterdon

RESOLUTION

APPROVING SHARED SERVICES AGREEMENT WITH CLINTON TOWNSHIP BOARD OF EDUCATION FOR VEHICLE MAINTENANCE

WHEREAS, municipalities and boards of education are authorized by statute to enter into agreements for any service or circumstance intended to reduce property taxes through the reduction of expenses; and

WHEREAS, the Clinton Township Board of Education (BOE) wishes to use Clinton Township's public works facilities and mechanics to service the BOE's vehicles; and

WHEREAS, the BOE and Township wish to enter into a shared services agreement for a term ending on June 30, 2026, pursuant to which the BOE will pay the Township sixty five dollars (\$65.00) per hour for time spent by the Township's mechanics on maintenance and/or repair services provided for the benefit of the BOE, which rate will increase by two percent (2%) each year, plus will reimburse the Township for all costs or parts and materials used in the servicing or repair of the BOE's equipment;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Clinton, County of Hunterdon, State of New Jersey, that:

1. The Township of Clinton is hereby authorized to enter into a shared services agreement with the Clinton Township Board of Education for vehicle maintenance, on the terms and conditions outlined above and set forth in more detail in the agreement attached hereto, and the Mayor and Clerk are hereby authorized to execute the said agreement on behalf of the Township.
2. The agreement shall take effect upon the adoption of authorizing resolutions by both the Township and the Board of Education, and the execution of the agreement by both parties.
3. The Clinton Township Clerk shall cause a copy of this resolution and the fully executed agreement to be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs for informational purposes.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: September 8, 2021

SHARED SERVICES AGREEMENT

BY AND BETWEEN

CLINTON TOWNSHIP BOARD OF EDUCATION

Whose mailing address is 128 Cokesbury Road, Lebanon, NJ 08833
(hereinafter – “Board”)

AND

THE TOWNSHIP OF CLINTON

Whose mailing address is 1225 Route 31, Suite 411
Lebanon, NJ 08833 (hereinafter – “Township”)

WHEREAS Municipalities and boards of education in New Jersey are authorized to enter into agreements between local units for any service or circumstance intended to reduce property taxes through the reduction of expenses;

WHEREAS The Board wishes to utilize the services of the Township's Department of Public Works Mechanics for specific shared services relating to the maintenance and servicing of Board vehicles; and the Township wishes to provide such services in accordance with the terms set forth herein;

NOWHEREFORE In consideration of the mutual covenants and promises contained herein, the Board and Township agree as follows:

1. **SHARED SERVICES AGREEMENT**

The Board will pay the Township \$65 per hour for time actually spent by mechanics employed by the Township on maintenance and/or repair services provided for the benefit of the Board. Annual increases for the hourly rate will be 2% per year

In addition to the hourly rate paid to the Township as set forth above, the Board will reimburse the Township for all costs of parts and materials used in the servicing or repair of the listed equipment.

Each item of work performed will be supported by a written work order, specifying the scheduled preventative maintenance or requested repair work, signed by the Board's Facilities Coordinator or designee in advance of commencement of work and upon satisfactory completion.

The Township will bill the Board monthly for services rendered and costs incurred. Payment will be made within thirty (30) days of the submission of an invoice in a form satisfactory to the Board, stating (1) all Board-owned vehicles on which work was performed, and the specific work performed on each vehicle; (2) time spent on each item of maintenance and repair; and (3) itemized costs incurred for parts and materials.

2. **TOWNSHIP RESPONSIBILITIES FOR MAINTENANCE OF SCHOOL VEHICLES AND EQUIPMENT**

The Township shall recommend routine maintenance services necessary and appropriate for upkeep of the vehicles owned by the Board and listed in Schedule A attached, and shall perform such routine services well as vehicle repair services as needed. Services shall be rendered by Township employees in a good and workmanlike manner. In the event of any disagreement as to the need or appropriateness of any particular item of maintenance or repair, the Board's decision shall prevail. From time to time, and upon mutual agreement, the Township Administrator and Board Superintendent shall be authorized to add or delete vehicles from Schedule A, as the Board's feet of vehicles changes. An updated equipment list shall be submitted annually by September 30th of each year.

3. **LIABILITY INSURANCE**

Township and Board shall be required to carry public liability insurance with minimum limits of \$500,000/\$1,000,000, naming each other as additional insured. Each party shall furnish the other with a certificate of insurance evidencing the fact that it has secured the coverage provided for in this agreement.

4. **INDEMNIFICATION**

Each party agrees to indemnify and hold the other party, its employees, agents, officers, and servants harmless against any and all liability which may arise from its use of the other's facilities and/or arise from its operations on the other party's facilities, except for any of its action or those of its employees, agents, officers and servants or any condition of the premise for which owner is responsible.

5. **TERM**

The term of this agreement shall continue from September 1, 2021 through June 30, 2026. Either party may terminate by providing sixty (60) days written notice to the other, provided the Board shall remain responsible for the payments of any services provided during the term of the agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers, the day and year first above written.

ATTEST:




Mark Kramer
Board Secretary

ATTEST:

Carla Conner

Clinton Township Board of Education

By: 

Lana Brennan
President

The Township of Clinton

By: _____

Brian Mulla
Mayor

RESOLUTION

APPROVING INTERLOCAL SERVICES AGREEMENT WITH CLINTON TOWNSHIP BOARD OF EDUCATION FOR USE OF SCHOOL FACILITIES

WHEREAS, municipalities and boards of education are authorized by statute to enter into agreements for any service or circumstance intended to reduce property taxes through the reduction of expenses; and

WHEREAS, the Township of Clinton has requested permission from the Clinton Township BOE to utilize the school facilities for Clinton Township Recreation program and the Clinton Township BOE has requested permission from Clinton Township for specific shared services and to utilize certain recreational facilities for school terms. The Township of Clinton wishes to enter into a shared services agreement for a term ending on June 30, 2026;

NOW THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Clinton, County of Hunterdon, State of New Jersey, that:

1. The Township of Clinton is hereby authorized to enter into a Interlocal services agreement with the Clinton Township Board of Education to utilize the school facilities for Clinton Township Recreation programs outlined above and set forth in more detail in the agreement attached hereto, and the Mayor and Clerk are hereby authorized to execute the said agreement on behalf of the Township.
2. The agreement shall take effect upon the adoption of authorizing resolutions by both the Township and the Board of Education, and the execution of the agreement by both parties.
3. The Clinton Township Clerk shall cause a copy of this resolution and the fully executed agreement to be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs for informational purposes.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: September 8, 2021

INTERLOCAL SERVICES AGREEMENT

2021-26

BY AND BETWEEN

CLINTON TOWNSHIP BOARD OF EDUCATION

Where mailing address is 128 Cokesbury Road
Lebanon, NJ 08833
(hereinafter – “Board”)

AND

THE TOWNSHIP OF CLINTON

Where mailing address is 1225 Route 31, Suite 411
Lebanon, NJ 08833
(hereinafter – “Township”)

WHEREAS The Board of Education and Township of Clinton serve the same population of students; and

WHEREAS The Board of Education and Township of Clinton receive revenues from the same population of taxpayers; and

WHEREAS The Township has requested permission from the Board of Education to utilize the school facilities for Clinton Township Recreation programs and the Board has requested permission from the Township for specific shared services and to utilize certain recreational facilities for school teams; and

WHEREAS Facilities are available for the uses as previously set forth; and

NOW THEREFORE In consideration of the mutual covenants and promises contained herein, the Board and Township agree as follows:

1. **CLASSIFICATION OF USER**

The Clinton Township Recreation Program (“Township Recreation Program”) shall be classified as a Class I User in accordance with Board of Education Regulation R7510, “Use of School Facilities,” except with respect to the payment of custodial and service costs when use goes beyond the approved normal operating hours, where the Township Recreation Program will be responsible for payment of custodial and service costs in accordance with Board of Education Regulation R7510 for Class II and Class III Users.

2. **HOURS OF OPERATION FOR SCHOOL FACILITIES**

The Board and Township agree to the following hours of operation for the Use of School Facilities by the Township Recreation Program, throughout the year, without the assessment

of custodian or facility use fees and with the proviso that school facilities are available for use after the school day ends in accordance with Board of Education Regulation R7510.

- a. Monday through Friday from 4:00 pm – 9:30 pm, from the first day of school to the last, with the exception of school holidays and closings listed on Exhibit 1.
- b. Saturdays from 8:30 am - 3:30 pm for the duration of the township’s recreational basketball program, with the exception of school holidays and closings listed on Exhibit 1.
- c. Summer Recreation Program 8:00 am-1:00 pm, Monday through Friday. The School Facilities will not be available for the Township’s use for the period of August 1 through August 31, each year, so that the Board can prepare the School Facilities for the commencement of the school year in September.
- d. The Board and Township agree to the following hours of operation for the Use of School Facilities by the Township Recreation Program with the assessment of custodian or facility use fees, as outlined in Board Regulation R7510 “Use of School Facilities” for Class II and Class III users.

i. All other times not listed in 2 a., 2 b, and 2 c as described above.

3. **SCHOOL FACILITIES**

The Board of Education Policy 7510 and Board of Education Regulation R7510, “Use of School Facilities,” attached hereto as Exhibits 2 and 3, respectively, shall govern the use of all facilities.

The School Business Administrator, or his designee, will assign rooms and space for Recreation Programs based upon availability.

Should these rooms assigned by the Board not be available, the Board will make every reasonable effort to advise Township three (3) business days in advance and provide alternate space, if available.

In the event of inclement weather, school facilities shall be closed to all events.

4. **HIB TRAINING AND SECURITY**

As soon as practicable, but no later than one (1) week prior to the commencement of the Township’s summer Recreation Program (“Program”), the Township will ensure the attendance of all Program personnel at a training session administered by the Board providing Program personnel with required Harassment, Intimidation and Bullying (“HIB”) training and Security Protocol training. The Township will notify the Board within two (2) days of the hiring of any new Program personnel and require them to attend Board-administered HIB and Security Protocol training which will be scheduled by the Board as soon as practicable.

All security drills at School Facilities will be administered by the Board.

As a condition of its usage of School Facilities under the Agreement, the Township will ensure that Program personnel strictly comply with the Board's Facility Usage Security Protocols attached hereto as Exhibit 4.

5. **SPACE AND STORAGE IN SCHOOL FACILITIES**

Township's storage capacity within the school will be based upon the school's ability, on a yearly basis, to accommodate the Program's request for storage. All requests for storage space shall be evaluated by the School Business Administrator and Building Principal. In the event the school cannot supply adequate storage space, the Program may be called upon to provide its own storage facility to be located in an appropriate location on the school grounds as determined in the sole discretion of the School Business Administrator or his designee, but no within the school building.

Township must provide all of its own supplies (*i.e.*, scissors, paper, markers), and may not use the school's supplies.

6. **TOWNSHIP USE OF GYM EQUIPMENT AND FACILITIES**

The Township is permitted to use the school's sports equipment with the permission of the Building Principal. Township will be held responsible for its use of such equipment and school facilities. In the event that any equipment and/or school facilities are damaged beyond normal wear and tear, as a result of Township use, the Township will be financially responsible to the Board. The Board may elect to complete and require repairs or replacement in its sole discretion and the Township shall reimburse the Board upon demand and submission of proof of the cost of such repair or replacement by the Board within thirty (30) days for the submission of such proof.

7. **BOARD USE OF TOWNSHIP EQUIPMENT**

The Board is permitted to use the Township's equipment, as exists, at Bundt Park with the permission of the Township Recreation Director. The Board will be held responsible for its use of such equipment. In the event that any equipment is damaged beyond normal wear and tear, as a result of Board use, the Board will be financially responsible to the Township. The Township may elect to complete and require repairs or replacement in its sole discretion and the Board shall reimburse the Township upon demand and submission of proof of the cost of such repair or replacement by the Township within thirty (30) days for the submission of such proof.

8. **TOWNSHIP RESPONSIBILITIES FOR MAINTENANCE OF SCHOOL FIELDS AND LANDSCAPING**

The Township shall provide mowing of athletic fields, during all growing seasons, on a regular basis as determined by the Superintendent of Public Works, at no cost to the Board, at both the Patrick McGaheran and Round Valley Schools (the "Schools").

9. **TOWNSHIP FACILITIES**

The Board's use of Bundt Park and reservation of field space shall be at no charge to the Board, but shall otherwise be consistent with all applicable ordinances, rules and policies of the Township regarding field reservation and usage, provided that, prior to the Township DPW authorizing any overtime for its employees in connection with Board's use of Bundt Park, the Township will notify the School Business Administrator so that a decision may be made by the School Business Administrator as to whether to continue such Board at that time.

10. **SALTING AND PLOWING OF SCHOOL BUS LOOPS AND PARKING LOTS**

The Township shall provide timely salting and plowing of school bus loops, no later than two (2) hours prior to school opening during inclement weather at no charge to the Board. The Board will contact the Township's DPW when the Township's schools will have a delayed opening or closed to allow the DPW to plow roads accordingly. Additional plowing, including parking lots will be provided when possible.

11. **POLICE COVERAGE AT SCHOOL EVENTS**

The Township shall provide police coverage at school events per Township Ordinance No. 1091-16. The Chief of Police, following consultation with Superintendent of Schools, shall determine the level of police presence necessary at the specific event. The Township Police Department will continue to respond to all Board requests for police assistance.

12. **SUMMER NURSING SERVICES**

The Board shall provide nursing services for the Township's summer recreation programs, consisting of one (1) certificated school nurse who will attend the Township-operated summer camp at Clinton Township School facility. The Township shall reimburse the Board for the shared cost of the nurse for Monday through Thursday, split evenly between the Township and the Board, and for the full cost of the nurse for Fridays when only Township programs are operating.

13. **LIABILITY INSURANCE**

Township and Board shall be required to carry public liability insurance with minimum limits of \$1,000,000 per occurrence and \$5,000,000 total coverage, naming each other as additional insured. Each party shall furnish the other with a certificate of insurance evidencing the fact that it has secured the coverage provided for in this agreement.

14. **INDEMNIFICATION**

Each party agrees to indemnify and hold the other party, its employees, agents, officers, and servants harmless against any and all liability which may arise from its use of the other's facilities and/or arise from its operations on the other party's facilities, except for any of its


action or those of its employees, agents, officers and servants or any condition of the premise for which owner is responsible.

15. **TERM**

The term of this Agreement shall run from July 1, 2021 through June 30, 2026, and shall continue from year-to-year thereafter, unless terminated by either party by providing thirty (30) days' advance written notice to the other.

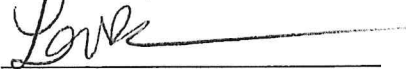
IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers, the day and year first above written.

ATTEST:



Mark Kramer
Board of Secretary

Clinton Township Board of Education

By: 

Lana Brennan
Board President

Dated: 8/23/21

ATTEST:

Carla Conner
Township Clerk

The Township of Clinton

By: _____
Brian Mullay
Mayor

Dated: _____

Exhibit 1 – List of Holidays and school closing

Exhibit 2 – Board Policy 7510

Exhibit 3 – Board Regulation 7510

Exhibit 4 – Facility Usage Security Protocols

RESOLUTION

APPROVING SHARED SERVICES AGREEMENT WITH THE NORTH HUNTERDON-VOORHEES BOARD OF EDUCATION FOR CLASS III SPECIAL LAW ENFORCEMENT OFFICERS

WHEREAS, in 2007, the legislature adopted the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1 et seq., to create a new shared services statute to effectuate agreements between local units for any service or circumstance intended to reduce property taxes through the reduction of local expenses and to effectuate agreements between local units for any service or circumstance that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, the North Hunterdon-Voorhees Board of Education ("Board of Education") and the Township of Clinton ("Township") desire to provide the services of Class III Special Law Enforcement Officers assigned to North Hunterdon High School ("NHHS");

WHEREAS, section 4-52E of the "Code of the Township of Clinton" authorizes the Township Mayor and Council to "appoint and reappoint special law enforcement officers pursuant to N.J.S.A. 40A:14-146.9 et seq. for terms not to exceed one year" and upon action by both parties, this Agreement may be renewed for an additional one-year term, July 1, 2022 to June 30, 2023; and

WHEREAS, N.J.S.A. 40A:14-146.11 in turn authorizes municipalities to appoint several different classes of special law enforcement officers, including "Class Three" officers, who "shall be authorized to exercise full powers and duties similar to those of a permanent, regularly appointed full-time police officer while providing security at a public or nonpublic school or a county college on the school or college premises during hours when the public or nonpublic school or county college is normally in session or when it is occupied by public or nonpublic school or county college students or their teachers or professors"; and

WHEREAS, the Township recognizes the potential benefits of this program to the citizens of the Township and to the students and staff of NHHS;

WHEREAS, the Mayor and Council finds that it is in the best interests of its residents and students to establish this program; and

WHEREAS, to that end, the Township wishes to enter into a shared services agreement with the Board of Education pursuant to the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et seq.;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Clinton, County of Hunterdon, State of New Jersey, as follows:

1. The preamble to this resolution is hereby incorporated as if more fully set forth herein.
2. The Township of Clinton is hereby authorized to enter into a shared services agreement with the North Hunterdon-Voorhees Board of Education for the assignment of up to four officers to North Hunterdon High School during the hours when school is in

session as well as during the times immediately prior to and immediately after school is in session, and upon on the terms and conditions set forth in the agreement attached hereto.

3. The Mayor and Clerk are hereby authorized to execute the said agreement on behalf of the Township, or such other substantially similar agreement, the terms and form of which shall have been reviewed and approved by the Township Attorney.
4. The Mayor, Administrator, Clerk, Township Attorney, Officer in Charge, and other appropriate officers, employees and professionals, are hereby authorized and directed to prepare and execute any and all other documents and undertake any and all acts necessary to effectuate the terms hereof.
5. The agreement shall take effect upon the adoption of authorizing resolutions by both the Township and the Board of Education, and the execution of the agreement by both parties.
6. The Clerk shall cause a copy of this resolution and the fully executed agreement to be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs for informational purposes.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: September 8, 2021

**SHARED SERVICES AGREEMENT
FOR
CLASS III SPECIAL LAW ENFORCEMENT OFFICERS**

THIS AGREEMENT ("Agreement") is made this 24th day of August, 2021 by and between the NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT

BOARD OF EDUCATION ("School District"), with an address at 1445 State Route 31, Annandale, New Jersey 08801, and the TOWNSHIP OF CLINTON ("Township"), with an address at 1225 Route 31 South, Annandale, New Jersey 08801 (collectively, the "Parties").

WHEREAS, the School District and Township desire to provide the services of Class III Special Law Enforcement Officers assigned to the School District;

WHEREAS, both parties recognize the potential benefits of this program to the citizens of the Township and to the students and staff of the School District;

WHEREAS, section 4-52E of the "Code of the Township of Clinton" ("Code" or "Township Code") authorizes the Township Council to "appoint and reappoint special law enforcement officers pursuant to N.J.S.A. 40A:14-146.9 *et seq.* for terms not to exceed one year"; and

WHEREAS, N.J.S.A. 40A:14-146.11 in turn authorizes municipalities to appoint several different classes of special law enforcement officers, including "Class Three" officers, who "shall be authorized to exercise full powers and duties similar to those of a permanent, regularly appointed full-time police officer while providing security at a public or nonpublic school or a county college on the school or college premises during hours when the public or nonpublic school or county college is normally in session or when it is occupied by public or nonpublic school or county college students or their teachers or professors"; and

WHEREAS, it is in the best interests of the School District and the Township to establish this program,

IT IS THEREFORE AGREED that the Township shall employ and assign to the School District Class III Special Law Enforcement Officers ("officers") to perform law enforcement duties at North Hunterdon High School upon the following terms and conditions:

1. Assignment of Officers

The Township agrees to assign up to four officers to North Hunterdon High School during the hours when school is in session as well as during the times immediately prior to and immediately after school is in session, thereby providing for an "overlap" of coverage for the school day. In the event of the absence or leave of all such assigned officers, or if circumstances arise that require a change, the Township may provide a replacement officer at no additional cost to the School District. Each officer so assigned shall have all the qualifications of a Class III Special Law Enforcement Officer established in N.T.S.A.-40A: 14-146.11.

2. Selection of Officers

Each officer shall be selected by the Township of Clinton, in consultation with the School District, and shall be appointed for a one-year term. The Superintendent of Schools or his or her designee may meet with each officer in advance of selection and shall have the right, in his or her discretion, to reject the selection of the officer to be assigned to the School District. If the Superintendent of Schools or his or her designee rejects any officer, the Township of Clinton may select another or, in the alternative, the Township may revoke this Agreement. Each one-year appointment shall be renewable upon agreement by the School District, the Township of Clinton, and the officer.

3. Officers as Employees of the Township

Officers shall be and remain employees of the Township. Officers shall not be considered employees of the School District. Officers shall be compensated by the Township at the rate of thirty-two dollars (\$32.00) per hour less all applicable withholdings and deductions, and shall be and remain subject to all rules and regulations of the police department. The Township shall be responsible for payment of officers' salaries, any and all applicable benefits, and for payment of any and all costs relating to the officers' required training, psychological testing, and background checks. The Township shall be reimbursed by the District as set forth below.

4. Duties of Assigned Officers

While in the performance of their official duties as Class III Special Law Enforcement Officers, officers shall perform all law enforcement and caretaking duties required by statutory

law, case law, attorney general's guidelines, departmental rules and regulations, and any other applicable written directives. The Township hereby expressly acknowledges that the primary function of the officers is to provide for the safety and security of all persons (students, teachers, staff, parents, contractors, etc.) on North Hunterdon High School property immediately before regular school hours, during regular school hours, and immediately after regular school hours.

All specific duties to be performed by officers at North Hunterdon High School shall be assigned through the police department's chain-of-command in cooperation with the Superintendent of Schools and/or the Superintendent's designee.

5. Hours, Work Day, and Work Year

(a) Officers may work up to eight (8) hours per day on days when North Hunterdon High School is in session during the school year (184 days per school year), on either of two shifts scheduled each school day. No officer shall be entitled to work any specific shift or day As per

N.J.S.A. 40A: 14-146.11 (a) (3), officers shall provide law enforcement services on the school premises during hours when the school is normally in session or when it is occupied by students or teachers. Therefore, shifts shall be from 7:00 AM to 3:00 PM, unless different hours are requested by the school and agreed upon by the officers, but in no case shall officers work later than 5:00 PM; provided, however, that either or all shifts shall be shortened on any days in which there is a delayed opening or early dismissal and provided further that the minimum shift shall be four (4) hours. On such shortened days, shifts will start or end at the beginning or end of teaching staff members' work day. Except in extenuating circumstances, including but not limited to inclement weather, officers shall be provided with at least 48 hours' notice of any change in school hours.

(b) Officers shall be paid for a full scheduled shift on any day they work or any day in which school is in session, including days on which there is a delayed opening or early dismissal due to inclement weather.

(c) Officers shall report directly to the school fully equipped and uniformed at the beginning of their assigned shift. Officers shall remain at the school until the end of their shift unless their Special Class III duties require their presence elsewhere.

(d) Officers shall be entitled to take breaks and meals each day as circumstances allow, per the Township's regular procedures for police officers.

representing salary, plus all applicable employer taxes and required contributions. Officers shall be paid for 184 school days. Calculated over 10 months (20 pay periods), each officer shall receive \$2355.20 per pay, gross, which will be reimbursed by the School District to the Township.

For any full year of implementation, payment of this amount shall be made quarterly to the Township for services provided in the prior three-month period, as follows, upon delivery of satisfactory invoices to the School District on or after the following dates: September 30, December 31, March 31, and June 30;

(b) Reimbursement of any and all amounts paid by the Township for training actually completed as required for special law enforcement officers and safe schools resource officers;

(c) Reimbursement of any and all amounts paid by the Township for criminal background checks, if any, required of officers in accordance with N.J.S.A.18A:6-7.1;

(d) Reimbursement of any and all amounts paid by the Township for officers' uniforms (two per officer), body armor (one per officer), firearms, and any and all other equipment actually purchased by the Township and required by officers in the performance of their duties; and

Payment of all amounts set forth in this paragraph shall be due within thirty (30) days of the School District's receipt of satisfactory invoices submitted by the Township.

11. Term of Agreement

This Agreement shall be effective upon authorization and approval by the Township Committee of the Township and the Board of Education of the School District, and shall remain in effect through June 30, 2022. Upon action by both parties, this Agreement may be renewed for an additional one-year term, July 1, 2022 to June 30, 2023, upon the same terms as those set forth herein. This Agreement may be terminated by either party upon 30 days' written notice to the other.

[SIGNATURES ON NEXT PAGE]

RESOLUTION

APPROVING SHARED SERVICES AGREEMENT WITH NORTH HUNTERDON-VOORHEES BOARD OF EDUCATION FOR LAW ENFORCEMENT OFFICER

BE IT RESOLVED, by the Governing Body of the Township of Clinton, County of Hunterdon, State of New Jersey, that:

1. The Township of Clinton is hereby authorized to enter into a shared services agreement with the North Hunterdon-Voorhees Board of Education for the assignment of a Township law enforcement officer to North Hunterdon High School up to forty (40) hours per week during the 2021-2022 school year, for a pro-rated payment of \$139,852.00 by the Board of Education to the Township, and upon on the terms and conditions set forth in the agreement attached hereto.
2. The Mayor and Clerk are hereby authorized to execute the said agreement on behalf of the Township.
3. The agreement shall take effect upon the adoption of authorizing resolutions by both the Township and the Board of Education, and the execution of the agreement by both parties.
4. The Clinton Township Clerk shall cause a copy of this resolution and the fully executed agreement to be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs for informational purposes.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: September 8, 2021

SHARED SERVICES AGREEMENT
Law Enforcement Officer
North Hunterdon High School
2021-2022
BY AND BETWEEN

NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

Where mailing address is 1445 State Route 31,
Annandale, New Jersey 08801
(hereinafter – "School District")

AND

THE TOWNSHIP OF CLINTON

Where mailing address is 1225 Route 31, Suite 411
Lebanon, NJ 08833
(hereinafter – "Township")

WHEREAS, the School District and Township desire to provide the services of a police officer(s) assigned to the School District on a full-time basis; and

WHEREAS, both parties recognize the potential benefits of this program to the citizens of the Municipality and to the students and staff of the School District; and

WHEREAS, it is in the best interests of the School District and the Municipality to establish this program,

NOW THEREFORE In consideration of the mutual covenants and promises contained herein the Board and Township agree as follows:

1. Assignment of Officer

The School District and the Municipality agree to assign one Officer to North Hunterdon High School up to forty (40) hours per week during the school year. In the event of the absence or leave of the Officer, or if circumstances arise that require a change, the Municipality will provide a replacement Officer at no additional cost to the School District.

2. Selection of Officer

The Officer shall be selected by the Chief of Police in consultation with the School District. The School District may meet with and interview the Officer to determine if the Officer is suitable for working in a school environment. If the School District finds the officer selected by the Chief of Police to be unacceptable, the Chief of Police may select another officer, or in the alternative, revoke this agreement.

3. Officer as Employee of the Township

Although assigned to North Hunterdon High School, any Officer so assigned remains an employee of the Municipality. The Officer shall remain subject to all rules and regulations of the police department and shall not be considered an employee

of the School District.

4. Duties of an Assigned Officer

The duties to be performed at North Hunterdon High School by an Officer shall be assigned through the municipal police chain of command, in cooperation with the Superintendent of Schools and/or the Superintendent's designee.

Duties of an Officer may include:

1. The Officer shall provide security and surveillance of the areas assigned, note and report irregularities, dangerous practices and conditions.
2. The Officer shall take necessary action as to trespassers, suspicious persons and conditions, and report significant action, occurrences and conditions.
3. The Officer shall conduct investigations of criminal or delinquent activity according to established police department policy and procedures.
4. The Officer may be assigned to investigate offenses occurring off school property, provided such investigations relate to students attending North Hunterdon High School.
5. The Officer shall warn, detain cite and/or take into custody violators of the law when necessary.
6. The Officer shall testify in court, as needed.
7. The Officer shall complete timely and accurate reports in accordance with the requirements of the police department.
8. The Officer shall enforce traffic and parking laws and regulations on school property and cooperate and assist other public safety officials in traffic control as necessary.
9. The Officer shall recommend measures to protect school and personal property from damage and theft.
10. The Officer shall assist school personnel in dealing with emergencies.
11. The Officer shall supervise security at school activities and public meetings as directed.
12. The Officer shall assist in truancy investigations.
13. The Officer shall assist in the investigation of parents or guardians who may be sending nonresident children to the school.
14. The Officer shall advise the principal on matters dealing with the proper handling and security of money, personal possessions and valuable property.
15. The Officer shall assist the principal on matters dealing with the enforcement of child custody orders or domestic violence restraining orders.
16. The Officer shall coordinate the sharing of delinquency information between the school and the police department, as provided for by N.J.S.A. 2A:4A-60.
17. The Officer shall assist with Megan's Law notifications received by the school, as directed by the Prosecutor.
18. The Officer shall provide assistance in programs for peer mediation and peer leadership.

19. The Officer may act as an instructor for specialized, short-term programs involving a range of topics such as security, crime prevention, drug and alcohol education, the criminal and juvenile justice system, and related topics.
20. The Officer may assist with training of school security personnel.
21. The Officer shall coordinate his or her activities with the principal and school staff.
22. Upon request, the Officer shall attend faculty meetings.
23. Upon request, the Officer shall attend conferences between school personnel and parents regarding either individual students, or general security concerns.
24. The Officer shall serve at all times as a role model to students by demonstrating appropriate attitudes, behavior, courtesy and respect.
25. The Officer shall perform such other related duties as assigned by the Chief of Police.

5. Uniform

Unless engaged in activities for which a uniform would be inappropriate, an Officer shall wear a uniform in order to maintain a visible presence in the school and deter trespassers from entering the school.

6. Weapon

An Officer may carry a weapon when authorized by the Chief of Police. The weapon shall be carried either:

1. openly, in those circumstances where an armed presence may provide a useful deterrent; or
2. concealed, in circumstances where the Officer may wish to interact informally with students, parents or faculty.

7. Searches

The Officer shall not be routinely requested to participate in all student searches conducted by school officials. School officials may search a student based upon reasonable suspicion. A law enforcement officer must meet the more stringent requirement of probable cause in order to justify a search, and is usually also required to first obtain a search warrant. Requiring the Officer to conduct or participate in all student searches would invalidate searches conducted by school officials based on the standard of reasonable suspicion. However, an Officer may conduct searches under circumstances where a search by a law enforcement officer is permitted by law.

8. School Discipline

The officer shall not act as a school disciplinarian. Disciplining students is a school responsibility. However, if the principal believes an incident may be a violation of the law, the principal may contact the Officer, who shall then determine whether law enforcement action is necessary.

9. Communication

The Chief School Administrator and the Chief of Police shall maintain open communication concerning the progress and effectiveness of the program. North Hunterdon High School shall also designate an administrator to act as a liaison with the officer assigned to that school.

10. Office Space

The school shall provide the Officer with a telephone and office space where students can meet and speak privately with the Officer. The office space must include a desk with drawers, a chair, filing cabinet and office supplies. The office must be able to be properly locked and secured. If possible, the office should be in a central location in the school building and easily accessible to students, faculty and school administrators.

11. Training

The Officer shall undergo and successfully complete training for safe schools resource officers, pursuant to N.J.S.A. 52:178-71.8 and N.J.S.A. 18A:17-43.1.

12. Compensation of Officer

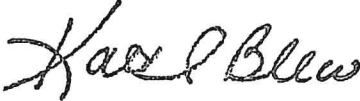
The Officer shall be compensated by the Municipality. The School District agrees to retain Officer[s] for the 2021-2022 school year. The School District agrees to pay the Municipality \$139,852.00 for services rendered in the 2021-2022 school year (actual amount will be pro-rated based on start date), upon the Municipality presentation to the School District of quarterly invoices, in four quarterly installments.

13. Term of Agreement

The duration of this Agreement shall not exceed one year. This agreement shall become effective August 26, 2021 and shall remain in effect until June 30, 2022. This agreement may not be terminated during the 2021-2022 school year.


IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers, the day and year first above written.

ATTEST:



Kathryn Blew
School Business Administrator/
Board Secretary

North Hunterdon-Voorhees Regional High School
District Board of Education


By: _____
Jessica Viotto, Board President

ATTEST:

Carla Conner, Township Clerk

The Township of Clinton

By: _____
Brian Mullay, Mayor

RESOLUTION

APPROVING THE ADVANCEMENT OF PATROLMAN THEODORE WHITE TO PATROLMAN 6TH CLASS

WHEREAS, Patrolman Theodore White is now eligible for the rank of Patrolman 6th Class on or about July 27, 2021; and

WHEREAS, Chief of Police, Tom DeRosa requests Mayor and Council take action to grant the salary of Patrolman 6th Class, which is \$74,649 for the year 2021, effective July 27, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Clinton, County of Hunterdon, State of New Jersey, that the recommendation of Chief of Police, Tom DeRosa, is hereby accepted and approved and Patrolman Theodore White is granted 6th Class salary.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: September 8, 2021



CLINTON TOWNSHIP POLICE DEPT.

July 26, 2021

Administrator Mekovetz:

On July 26, 2021, I received a letter from Sergeant Jeffrey Glennon in regards to Patrolman Theodore White being promoted to full time Patrol Officer.

Patrolman Theodore White has been an asset to this agency and also took on the responsibility of being OEM coordinator. Patrolman Theodore White gets along with his fellow employees and is always willing to assist others when needed.

Upon reading his one-year evaluation along with Sergeant Glennon's letter of recommendation, I concur with the findings and recommend that Patrolman Theodore White be promoted to 6th Class Patrol Officer with a salary of \$74,649.00 effective July 27, 2021.

Respectfully,

Chief Thomas A. DeRosa

OFFICE 908-735-6000

Dispatch 908-735-7233 • Fax 908-735-9148

1370 Rt. 31 North • Annandale, NJ 08801

RESOLUTION

**APPOINTING ROBERT VANDENBERG AS
ELECTRICAL SUBCODE OFFICIAL**

WHEREAS, there exists a need to have an Electrical Subcode Official in the Construction Department; and

WHEREAS, Mr. Robert Vandenberg is qualified and has previously served in this capacity; and

WHEREAS, Mayor and Council wishes to appoint Mr. Vandenberg to this position at \$40 an hour and hours of work shall not exceed fifteen hours per week, and;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Township of Clinton, County of Hunterdon, State of New Jersey, that Mr. Robert Vandenberg is hereby appointed Electrical Subcode Official.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: September 8, 2021

Robert Vandenberg

77 Tabb Avenue Piscataway, NJ 08854

Office: 732-968-4812

Cell: 908-202-2795

vandenberg77@optimum.net

Experience

Electrical Sub code Official

Readington Township, (908) 534-2164, Monday, Wednesday, Friday

March 2018-Present

Kingwood Township, (908) 996-4276, Tuesday & Thursday PM

June 2020-Present

Bedminster Township, (908) 212-7000, Tuesday & Thursday AM

June 2020-Present

Owner: Self-Employed Electrician

1985-2021

R. Vandenberg Electrical Contractor, LLC, License #7895A

Based in Piscataway, NJ

#7895A—Residential and commercial

Electrician

1982-1985

Celanese

Summit, NJ

- Office and industrial electric

Instrument Control Mechanic

1979-1982

Bell Labs

Piscataway and New Providence, NJ

- Building and elevator electrical troubleshooting

Electrician

1977-1979

US Gypsum Co.

Clark, NJ

- Industrial Electric

Licenses and Certifications

- DCA Construction Official, License #8829 August 2005
- DCA Electrical Sub code Official, Lic #8829 January 2005
- DCA Electrical Inspector HHS, Lic #8829 June 2004
- NJEIA Member 2005-Present
 - President 2006-2007
 - Treasurer 2005-2006 & 2017-Present
- Member and certified by IAEI 2004-Present
- Licensed Electrical Contractor, Lic. #7895A 1985
- Boiler Operator License, Black Seal 2015
- Member of Piscataway Citizen's Police Academy 2002-Present

Education

HVAC

1980-1982

Union County Vocational Center, Scotch Plains, NJ

Electricity

1976-1978

Union County Vocational Center, Scotch Plains, NJ

High School Diploma

1975

Westfield High School, Westfield, NJ

RESOLUTION

AMENDING RESOLUTION #46-2021 TO ACCEPT NEW NAME FOR RIVER NET COMPUTERS, LLC TO JEC COMPUTERS, LLC

WHEREAS, a contract exists between the Township of Clinton and River Net Computers, to provide IT support services for the Public Safety Building and the Municipal offices, effective March 10, 2021.

WHEREAS, River Net business partnership between (James Cahill & Dave Cahill) has been dissolved and

WHEREAS, the Business Class Support portion of River Net will continue as JEC Computers, LLC located at 113 Geigel Hill Road, Erwinna, PA 18920; and,

WHEREAS, as the terms of the contract between JEC Computers, LLC and the Township will remain the same for a NTE of \$10,000

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available to pay for said services from JEC Computers, LLC; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-3a. authorizes the Township to award this agreement without public bidding because it will not exceed the bid threshold.

NOW, THEREFORE BE IT RESOLVED, the Mayor and Council of the Township of Clinton as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with JEC Computers, LLC, consistent with this Resolution and the above "Whereas" clauses.
2. The agreement is awarded without competitive bidding as authorized by N.J.S.A. 40A:11-3a.
3. The firm of JEC Computers, LLC shall be paid a fee not to exceed \$10,000.00, based on the fees set forth above and in the Agreement.
4. The initial term of the agreement shall be one year, and the term may be extended for up to two additional one-year terms, subject to the prior consent of the parties, compliance with the New Jersey Local Public Contracts Law, and the Township's availability of sufficient funds for subsequent years.

5. A copy of this Resolution and the Agreement shall be placed on file in the Office of the Clerk.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: September 8, 2021

Business Class Support Plan Contract **Clinton Township.**

This service and support contract ("Contract") is made effective as of **Sept 1st, 2021**, by and between the authorized representatives of **Clinton Township.** ("Client") and **JEC Computers, LLC.** ("JEC Computers"), located at 113 Geigel Hill Road, Erwinna, PA, 18920.

- I. **TERM OF AGREEMENT:** The term of this Agreement begins on **Sept 1st, 2021** and until **Dec 31st, 2021**, subject to any provision for termination stated in this Agreement, or by law.

- II. **SERVICES PROVIDED:** JEC Computers, LLC will provide to Client the following IT support services at discounted rates (collectively, "Services"):
 - **Priority* Response time and direct line of communication.**
 - **Unlimited telephone support to our private telephone lines, during business hours.**
 - **Unlimited direct e-mail support and assistance, 7 days a week.**
 - **Direct line of communication with a technician.**
 - Server and Network Health Monitoring and reporting.
 - Up to two (2) On-Site Visits per month at **no charge**, discounted rate of \$49.99/visit thereafter.
 - Technical Assistance **discounted** to \$99 per hour.
 - Remote connection discounted to \$99 per hour

PAYMENT: In consideration of the services included in the Business Class Support Plan, the Client agrees to adhere to the following payment policy:

\$449.99 per month, due by the 15th of the month prior.

Any additional services not specified in Paragraph 1, above, will be subject to standard rates.

~~All services are applicable to New Jersey State sales tax.~~

If any invoice is not paid by the 15th of the preceding month, interest will be added and payable on all overdue amounts at either 5 percent per month, or the maximum percentage allowed under applicable laws, whichever is less, or if a payment plan is agreed upon. Client shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, JEC Computers, LLC Computers has the option to treat such failure to pay as a breach of this Contract, and may cancel this Contract and/or seek legal remedies.

- III. **CANCELLATION:** Notification of Cancellation must be received in writing by the 15th of any month and becomes effective on the 1st of the following month. Cancellations are subject to a \$25 cancellation fee.

- IV. **TERMINATION:** Notice of Termination must be received in writing by the 15th of any month and becomes effective on the 1st of the following month.

XII. **NON-FAIR AND OPEN CONTRACT CONTRIBUTION ADDENDUM:** Political Contribution Disclosure. This contract has been awarded to JEC Computers, LLC based on the merits and abilities of JEC Computers, LLC to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that JEC Computers, LLC, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Readington, County of Hunterdon if a member of that political party is serving in an elective public office of the Township of Readington, County of Hunterdon when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Readington, County of Hunterdon when the contract is awarded.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date written above.

Signed:

Authorized Representative, *Clinton Township*

Date

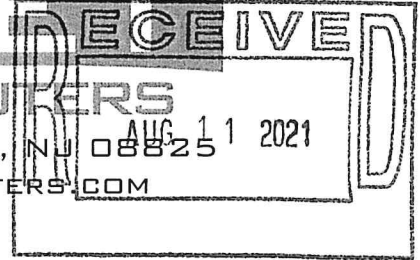
Authorized Representative, *JEC Computers, LLC.*

Date

RIVER NET

COMPUTERS

10 BRIDGE ST., SUITE #6, FRENCHTOWN, NJ 08825
(908) 996-3279 | RIVERNETCOMPUTERS.COM



August 9th, 2021

This letter is to inform you that the Business Partnership between James Cahill & Dave Cahill has been dissolved and all business operations for River Net Computers, LLC. will begin being dissolved effective August 30th, 2021.

As such, all Business Class Support Contracts with River Net Computers will be cancelled, effective immediately.

James and Dave are looking forward to a fresh start and will use this opportunity to each move in their own respective directions and begin building something new.

Although the past two years has been very difficult for many other small businesses, we like to look at this as a new opportunity that will allow both James and Dave to be able to rebuild.

Thank you for letting us serve you and your business, we appreciate your support and understanding during this time. We look forward to reestablishing a relationship together in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Cahill". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dave Cahill
River Net Computers

RESOLUTION

RESOLUTION TO AMEND THE 2021 CAPITAL BUDGET

WHEREAS, the Township of Clinton, County of Hunterdon, New Jersey desires to amend the 2021 Capital Budget of said municipality by inserting thereon the items therein as shown in such budget,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Clinton, County of Hunterdon, New Jersey as follows:

Section 1. The 2021 Capital Budget of the Township of Clinton, County of Hunterdon, New Jersey is hereby amended by adding thereto a Schedule to read as follows:

AMEND THE CAPITAL BUDGET OF THE TOWNSHIP OF CLINTON, NEW JERSEY Projects Schedules for 2021 Method of Financing

<u>Project</u>	<u>Est. Cost</u>	<u>Budget Approp.</u>	<u>Capital Imp. Fund</u>	<u>Grants In Aid</u>
Police Vehicle & Equipment	\$53,000.00		\$53,000.00	

PASSED:

APPROVED:

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: September 8, 2021

RESOLUTION

A RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO THE TOWNSHIP OF CLINTON POLICE DEPARTMENT FOR THE RENEWAL OF ENFORSYS SOFTWARE AND MAINTENANCE IN AN AMOUNT NOT TO EXCEED \$25,000.00

WHEREAS, there exists a need for The Clinton Township Police Department to renew a contract for maintenance and support for the Enforsys PoliSys Computer Aided Dispatch and Records Management System ("CAD/RMS"); and

WHEREAS, Enforsys, Inc., 27 Bleeker Street, Millburn, NJ has submitted a proposal to provide this service as the exclusive provider of maintenance and support of the CAD/RMS and has been provided this maintenance to the Township in years past; and

WHEREAS, pursuant to N.J.S.A. 40A:5(1)(dd) of the Local Public Contracts Law permits the award of contracts without competitive bidding for the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software; and

WHEREAS, the Administrator and Chief of Police have recommended that a contract be awarded to Enforsys for the maintenance of the police department's reporting system without competitive bidding pursuant to N.J.S.A. 40A:5(1)(dd) for the contract period of January 1, 2021 to December 31, 2021 in an amount not to exceed \$25,000; and

WHEREAS, Enforsys, Inc. has completed and submitted a Business Entity Disclosure Certification and the Political Contribution Disclosure Form for Non-Fair and Open Contract which certifies they have not made any reportable contributions to a political or candidate committee in the Township of Clinton, Hunterdon County, in the previous one year and that the contract will prohibit Enforsys from making any reportable contributions through the term of the contract to a political or candidate committee in the Township of Clinton, Hunterdon County; and

WHEREAS, the purchasing agent has determined and certified in writing that the value of said services will not exceed \$25,000; and

WHEREAS, the availability of funds for said contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the Purchasing Agent has certified that this meets the statute and regulations governing the award of said contracts.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Township of Clinton as follows:

1. This contract is awarded without competitive bidding in accordance with N.J.S.A. 40A:5(1)(dd) of the Local Public Contracts Law for the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software.

2. The Administrator and Chief of Police are hereby authorized to execute a contract with Enforsys. Inc. for the annual software and maintenance for the contract period of January 1, 2021 to December 31, 2021 in an amount not to exceed \$25,000.
3. A copy of the Agreement, the Business Disclosure Entity Certification, the Political Contribution Disclosure Form and Business Registration be placed on file in the Clerk's office.
4. Notice of this action shall be printed once in the Hunterdon Democrat.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: September 8, 2021