

**RESOLUTION**

**AUTHORIZING PURCHASING OF ASPHALT FOR VARIOUS ROADS WITH  
TILCON, MCCPC CONTRACT #5**

**WHEREAS**, due to continued deterioration of various roads, there exists a need to engage an outside contractor for asphalt, and

**WHEREAS**, after consulting with the Township Engineer and the Public Works Director, it has been determined that the most cost effective way to accomplish these repairs is through the use of the Morris County Pricing Cooperative, and,

**WHEREAS**, Tilcon New York, Inc was awarded the asphalt contract with the Morris County Co-op for 2021, and

**WHEREAS**, the not to exceed amount for these repairs is \$25,000, and;

**WHEREAS**, the funds are available as evidenced by the Chief Financial Officer's Certification; and

**NOW THEREFORE, BE IT RESOLVED**, that the Township Administrator is hereby authorized to contract with Tilcon New York, Inc, through their contract with the Morris County Co-op contract #5, to purchase asphalt for the Township of Clinton.

ATTEST:

\_\_\_\_\_  
Carla Conner, Township Clerk

\_\_\_\_\_  
Brian Mullay, Mayor

Adopted: October 13, 2021

## RESOLUTION

### SUPPORTING PARTICIPATION IN THE SUSTAINABLE NEW JERSEY MUNICIPAL CERTIFICATION PROGRAM

**WHEREAS**, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

**WHEREAS**, the Township of Clinton strives to save tax dollars, assure clean land, air and water, improve working and living environments as steps to building a sustainable community that will thrive well into the new century; and

**WHEREAS**, the Township of Clinton hereby acknowledges that the residents of the Township desire a stable, sustainable future for themselves and future generations; and

**WHEREAS**, the Township of Clinton wishes to support a model of government which benefits our residents now and far into the future by exploring and adopting sustainable, economically sound, local government practices; and

**WHEREAS**, by endorsing a sustainable path, Clinton Township is pledging to educate itself and community members further about sustainable activities and to develop initiatives supporting sustainable local government practices; and

**WHEREAS**, as elected representatives of Clinton Township, we have a significant responsibility to provide leadership which will seek community based sustainable solutions to strengthen our community.

**NOW, THEREFORE, BE IT RESOLVED**, the Township of Clinton wishes to pursue local initiatives and actions that will lead to Sustainable New Jersey Municipal Certification.

**BE IT FURTHER RESOLVED**, by the Mayor and Council of the Township of Clinton that we do hereby authorize Township Administrator, Vita Mekovetz to serve as Clinton Township's agent for the Sustainable New Jersey Municipal Certification process and authorize the completion of the Municipal Registration on behalf of Clinton Township.

ATTEST:

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Carla Conner, Township Clerk

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Brian Mullay, Mayor

Adopted: October 13, 2021

## **RESOLUTION**

**WHEREAS**, in August 2020, a resident approached Clinton Township (Township), High Bridge Borough (Borough) and the New Jersey Department of Environmental Protection (NJDEP) with a complaint about mountain bikers disrupting their property through inappropriate behavior on a trail near their home; and

**WHEREAS**, the mountain biking trail is referred to as Springside/ Wetteland Open Space part of a system that was started in 2012-2013 and traverses both the Township and the Borough, located within Block 40 Lot 4 in the Borough, and Block 33 Lot 2 in the Township; and

**WHEREAS**, the requirements of the property's Deed of Conservation Restriction (DCR) had not been followed when the trail system was developed; and

**WHEREAS**, in the course of touring the property, the NJDEP observed that some forest damage had occurred in constructing the trails; and

**WHEREAS**, while the trail development was developed with full respect of the terrain and forest by strong proponents of conservation, the NJDEP has requested that the Borough and Township remediate the equivalent of 1.1 acre across the two properties; and

**WHEREAS**, the Township and Borough submitted a joint letter to the New Jersey Department of Environmental Protection (NJDEP) and the Office of Natural Resource Restoration (ONRR) (Exhibit "A" attached) on April 12, 2021 requesting permission to use the trails for mountain biking and promised a management plan, as required by the deed, as well as planting of additional trees and vegetation; and

**WHEREAS**, the Township and Borough submitted the attached draft management plan to NJDEP/ONRR (Exhibit "B" attached) on April 27, 2021 for their review and approval; and

**WHEREAS**, the Township and Borough have closed the portion of the trail adjacent to the Township resident who initially raised the issue; and

**WHEREAS**, the Township and Borough have had discussions and meetings with NJDEP/ONRR regarding the plantings of trees and vegetation and await their approval of the management plan and planting proposal; and

**WHEREAS**, the Borough of High Bridge has agreed to procure the plantings after approval; and

**WHEREAS**, the majority of the trail, and thus the proposed plantings, are located in the Borough, Clinton Township has agreed to reimburse the Borough thirty percent (30%) of the total cost of the plantings.

**NOW THEREFORE BE IT RESOLVED**, that by the Mayor and Council of the Township of Clinton, County of Hunterdon agree to reimburse the Borough of High Bridge

thirty percent (30%) of the total cost of the proposed plantings after approval of the management plan by the NJDEP/ONRR.

**BE IT FURTHER RESOLVED**, that payment will be made upon receipt of a detailed invoice and supporting documentation to support the reimbursement and certification of funds by the Township Chief Financial Officer.

ATTEST:

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Carla Conner, Township Clerk

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Brian Mullay, Mayor

Adopted: October 13, 2021

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ADOPTING AN AMENDED AFFORDABLE  
HOUSING TRUST FUND SPENDING PLAN FOR THE  
TOWNSHIP OF CLINTON**

**WHEREAS**, in accordance with the New Jersey Supreme Court’s “Mount Laurel I” decision (*South Burlington County NAACP v. Mount Laurel*, 67 N.J. 151 (1975)), the Township of Clinton (“Township”) has a constitutional obligation to provide for its fair share of its region’s need for low- and moderate-income housing; and

**WHEREAS**, in accordance with the New Jersey Supreme Court’s “Mount Laurel IV” decision (*In re Adoption of N.J.A.C. 5:96 and 5:97*, 221 N.J. 1 (2015)), the Township filed a declaratory judgment action titled *In re Clinton Township Compliance with Third Round Mount Laurel Obligations*, Docket No. HNT-L-315-15 (the “litigation”); and

**WHEREAS**, the Township settled the litigation by entering into a settlement agreement with Fair Share Housing Center, Inc. (“FSHC”) on December 13, 2017 and an amended settlement agreement with FSHC on February 5, 2018 (collectively, the “settlement agreement”); an amendment to the settlement agreement on June 15, 2020 (the “Second Amendment”); and a further amendment to the settlement agreement on May 6, 2021 ( the “Third Amendment”), all of which collectively set forth the Township’s rehabilitation obligation, prior round obligation, and third round affordable housing obligation covering the period 1999 to 2025, including the various plan mechanisms to satisfy said obligations in full; and

**WHEREAS**, consistent with the Third Amendment, the Cranbury Township Planning Board (“Board”) on June 7, 2021 adopted amendments to the Township’s housing element and fair share plan (see “Amendment to the Housing Element and Fair Share Plan” prepared for the Board by Burgis Associates on May 26, 2021)(the “2021 HE&FSP Amendment”); and

**WHEREAS**, the Township Mayor and Council endorsed the 2021 HE&FSP Amendment by resolution adopted on June 23, 2021; and

**WHEREAS**, as part of its overall affordable housing compliance plan, and in accordance with applicable COAH Rules and the provisions of UHAC, the Township is required to adopt an affordable housing trust fund spending plan, which plan must set forth certain funds and expenditures relative to the Township’s compliance with its affordable housing obligations; and

**WHEREAS**, the most recent such spending plan was adopted in 2018 pursuant to the original settlement agreement and third round plan; and

**WHEREAS**, said spending plan now needs to be amended and updated as a result of the Third Amendment to the FSHC settlement agreement and the 2021 HE&FSP Amendment;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Township of Clinton, County of Hunterdon, 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 Affordable Housing Trust Fund Spending Plan” dated October 5, 2021, a copy of which is attached hereto and is also on file in the office of the Township Clerk, is hereby adopted.
3. This resolution shall take effect immediately.

Attest:

\_\_\_\_\_  
Carla Conner, RMC, Township Clerk

\_\_\_\_\_  
Hon. Brian Mullay, Mayor

Adopted: October \_\_, 2021

#### **CERTIFICATION**

I, Carla Conner, Clerk of the Township of Clinton, do hereby certify that the foregoing resolution was duly adopted by the Clinton Township Mayor and Council at a regular meeting held on October \_\_, 2021.

\_\_\_\_\_  
Carla Conner, RMC  
Township Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE SALE BY AUCTION OF MUNICIPALLY-OWNED REAL PROPERTY NO LONGER NEEDED FOR A PUBLIC PURPOSE (10 CONCORD DRIVE / BLOCK 4.01, LOT 17)**

WHEREAS, the Township of Clinton (“Township”) is the fee owner of a vacant parcel located at 10 Concord Drive and designated on the Clinton Township tax maps as Block 401, Lot 17 (“property”); and

WHEREAS, the Township acquired the property through the foreclosure of tax sale certificate TSC #2108-001, which was sold due to outstanding property taxes. The TSC was purchased by the Township on or about December 14, 2018, and recorded with the Hunterdon County Clerk’s Office on or about April 6, 2019. The final judgment of foreclosure was entered on December 9, 2020 and recorded in the Hunterdon County Clerk’s Office on December 22, 2020 in Book 2519, Pages 337&c.; and

WHEREAS, the property is not needed for public use; and

WHEREAS, the Township wishes to convey the property to the highest bidder at public auction pursuant to *N.J.S.A.* 40A:12-13(a);

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

1. Pursuant to the Local Lands and Buildings Law, *N.J.S.A.* 40A:12-13(a), the Township of Clinton through its Mayor, Clerk, Administrator and Attorney is hereby authorized and directed to sell or cause to be sold to the highest bidder at a public sale by auction property located at 10 Concord Drive and designated on the Township tax maps as Block 4.01, Lot 17.
2. The following minimum terms and conditions shall apply to the above-referenced sale:
  - a. Only qualified bidders or their authorized representatives shall be permitted to participate in the auction.
  - b. To qualify, all bidders must present a bank cashier’s or certified check prior to the start of the bidding, in such amount as shall be deemed reasonably necessary to further the purposes hereof.
  - c. At the close of bidding, the successful bidder shall be required to execute a sales agreement and tender a deposit for the balance of ten percent (10%) of the sales price. The sales agreement shall be in such form as has been reviewed and approved by the Township Attorney, and will be made available to prospective bidders in advance of the auction. **It is expressly noted that the agreement will not be subject to a three-day attorney review period.**

- d. The property shall be sold to the highest bidder, except that the Township expressly reserves the right to reject all bids if the highest bid is not accepted. The Mayor and Council shall accept the highest bid or reject all bids no later than at its second regularly scheduled meeting following the close of the auction.
  - e. The balance of the purchase price shall be paid at closing which shall occur not later than 45 days following the acceptance of the bid by the Township. At closing of title, purchaser shall also pay a buyer's premium in the amount of ten (10%) percent of the bid amount to the auctioneer conducting the sale.
  - f. The property shall be sold "AS IS", subject to existing encumbrances, liens, easements, zoning ordinances, other restrictions of record, such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefiting said property.
  - g. No contingencies, including but not limited to obtaining financing to purchase said property and/or obtaining any permits, variances, or other approvals, shall be written into the sales agreement.
  - h. The sales agreement shall survive closing and shall not merge with the Deed of conveyance.
  - i. In the event the Township is unable to convey clear and marketable title, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, the Township will forthwith return to the purchaser any and all deposit moneys previously submitted by the purchaser, and neither party shall have any further rights against the other.
  - j. The acceptance of a deed by the purchaser from the Township shall extinguish any claims that said purchaser may have against the Township in connection with the quality of title conveyed.
  - k. The purchaser shall be entitled to possession immediately following closing of title.
  - l. In the event the successful bidder fails to close on the property, he shall forfeit the ten percent (10%) deposit.
3. The auctioneer shall have the right to impose such additional conditions as shall further the purposes hereof, provided same have been reviewed and approved by the Township Attorney and provided further said conditions are made available to prospective bidders in advance of the auction.



4. The Township Clerk or her designee shall cause the above-referenced sale to be duly advertised in accordance with the requirements of the Local Lands and Buildings Law, *N.J.S.A.* 40A:12-13.
5. The Township through its Mayor, staff and officials is hereby authorized and directed to execute any and all documents and undertake any and all acts as shall be necessary and proper to effectuate the terms hereof and to comply with any applicable federal, State, county or local laws.
6. This resolution shall take effect immediately.

Attest:

\_\_\_\_\_  
Carla Conner, RMC, Township Clerk

\_\_\_\_\_  
Hon. Brian Mullay, Mayor

Adopted: October \_\_, 2021

#### **CERTIFICATION**

I, Carla Conner, Clerk of the Township of Clinton, do hereby certify that the foregoing resolution was duly adopted by the Clinton Township Mayor and Council at a regular meeting held on October \_\_, 2021.

\_\_\_\_\_  
Carla Conner, RMC  
Township Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MAX SPANN REAL ESTATE & AUCTION CO. FOR THE SALE BY AUCTION OF MUNICIPALLY-OWNED REAL PROPERTY NO LONGER NEEDED FOR A PUBLIC PURPOSE**

WHEREAS, the Township of Clinton (“Township”) requires the services of a licensed real estate agent and professional auctioneer to market and auction for public sale certain municipally-owned real property no longer needed for a public purpose, in accordance with the requirements of the Local Lands and Buildings Law (“LLBL”) set forth at *N.J.S.A.* 40A:12-13; and

WHEREAS, Max Spann Real Estate & Auction Co. (“Consultant”) has offered to provide these services at no cost to the Township; and

WHEREAS, Consultant is qualified to provide the required services, and the Township desires to enter into a contract with the Consultant for these professional services for a one-year period beginning October 1, 2021 and ending September 30, 2022; and

WHEREAS, the Township has a need to acquire these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law”; and

WHEREAS, Consultant has completed and filed with the Township the required Business Entity Disclosure Certification pursuant to *N.J.S.A.* 19:44A-20.8 and Political Contribution Disclosure Form pursuant to *N.J.S.A.* 19:44A-20.26 (collectively “Pay-to-Play Forms”); and

WHEREAS, the New Jersey Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.*, authorizes the award of this contract as “professional services” without competitive bidding;

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

1. The Mayor and Clerk are hereby authorized and directed to enter into an agreement with Max Spann Real Estate & Auction Co. to market and auction for public sale certain municipally-owned real property no longer needed for a public purpose, which services shall include the following:
  - a. Advertise the sale of the property or properties at auction in media deemed most effectual and appropriate by Consultant.
  - b. Furnish a qualified auctioneer to conduct the sale.
  - c. Post and circulate promotional material regarding the property or properties to be sold.

- d. Take any and all other action reasonably calculated in conformance with the LLBL to effect an advantageous sale of the property or properties.
2. The Township shall not be responsible for payment of any brokerage commissions. Instead, Consultant will be compensated via a “buyer’s premium” added to the winning bid amount, which premium shall payable solely by the purchaser and shall be due and payable at closing from the sale proceeds.
  3. The term of the agreement shall be from October 1, 2021 to September 30, 2022.
  4. The form and substance of the agreement shall be subject to the approval of the Township Attorney.
  5. A copy of this resolution, the executed agreement and the signed Pay-to-Play Forms shall be placed on file in the Office of the Township Clerk, and shall be available for public inspection.
  6. A brief notice of this action shall be published in a newspaper of general circulation in the Township of Clinton as required by law.
  7. This resolution shall take effect immediately.

Attest:

\_\_\_\_\_  
Carla Conner, RMC, Township Clerk

\_\_\_\_\_  
Hon. Brian Mullay, Mayor

Adopted: October \_\_, 2021

**CERTIFICATION**

I, Carla Conner, Clerk of the Township of Clinton, do hereby certify that the foregoing resolution was duly adopted by the Clinton Township Mayor and Council at a regular meeting held on October \_\_, 2021.

\_\_\_\_\_  
Carla Conner, RMC  
Township Clerk

**RESOLUTION**

**ESTABLISHING THE ANNUAL SALARIES & WAGES  
FOR THE CLASS III OFFICERS**

**BE IT RESOLVED**, by the Mayor and Township Council of the Township of Clinton that the salaries of the following non-contract employees are listed below for the period of September 22, 2021.

<u>DEPARTMENT</u>	<u>TITLE</u>	<u>YEAR 2021</u>
<b><u>Police Department</u></b>		
Floyd, Richard	Class III Officer	\$32.00 Per Hour
Castellani, Vincent	Class III Officer	\$32.00 Per Hour
Capece, Robert	Class III Officer	\$32.00 Per Hour
Lawrence, Matthew	Class III Officer	\$32.00 Per Hour

ATTEST:

\_\_\_\_\_  
Carla Conner, Township Clerk

\_\_\_\_\_  
Brian Mullay, Mayor

Adopted: October 13, 2021