

Mayor Richard F. Miller called the meeting to order at 7:30 p.m.

Flag Salute.

Roll Call: Present – Duffy, Insel, Shea, Valenta, Mayor Miller
Absent – Pendergast, Smith

STATEMENT OF ADEQUATE NOTICE:

Mayor Miller read the following statement: “Adequate notice of this meeting has been provided, indicating the time and place of the meeting and the proposed agenda, which notice was posted, made available to newspapers, and filed with the Clerk of the Town of Clinton in accordance with Section 3(d) of Chapter 231 of the Public Laws of 1975.”

APPROVAL OF MINUTES

A motion was made by Mr. Shea, seconded by Mr. Duffy, to approve the minutes of July 12, 2011 as submitted.

Vote all ayes
1 Abstention (Valenta)
Motion carried

APPROVAL OF MONTHLY REPORTS- JULY

A motion was made by Mrs. Insel, seconded by Mr. Duffy, to accept the monthly reports for the month of July as submitted:

Assessor’s Report, Administrator’s Report, Buildings and Grounds Foreman’s Report, Clerk’s Account, Cat & Dog Licensing Accounts, Construction Control/Inspection Report, Police Report, Road Foreman’s Report, Sewer Collector’s Report, Water Collector’s Report, Treasurer’s Report, Wastewater Treatment Plant Superintendent’s Report, Zoning Officer Report.

Vote all ayes
Motion carried

PUBLIC COMMENT

Dr. Jonathan Wall, 27 Center Street, Clinton, expressed his concern about the town putting the old split rail fence back up by his property after his construction of the new stoop and walkway by the side of his property. Dr. Wall would like the Town to inspect the old fence when it is put up for safety reasons. He thought the Town would put up a new fence. Councilman Duffy explained the fence is a line of demarcation not intended to be a safety fence. Jim Naples, PW/Bus.Adm spoke to the construction official and the official had no issues with putting the old fence up. The fence is intended to differentiate the Town property from the homeowners property.

MAYOR'S COMMENTS

Mayor Miller announced that as part of this wonderful job he took on June 14, 2011, he was able to perform his first wedding this past week. Mayor Miller was very excited to perform the ceremony in the council room for a local couple. It was a very charming ceremony and was one of his highlights of being the mayor.

WAIVER OF CONSTRUCTION PERMIT FEES-CLINTON PUBLIC SCHOOL

A request was received from Lisa Craft of the Clinton Public School to waive the permit fee for a roofing job being done on the School in the amount of \$2,453.00.

A motion was made by Mrs. Insel, seconded by Mr. Shea to grant this request as submitted:

ROLL CALL: Ayes: Duffy, Insel, Shea, Valenta, Mayor Miller

Vote all ayes
Motion carried

RESOLUTION #125-11 – DISCHARGE OF MORTGAGE

A resolution concerning the discharge of mortgage on an affordable housing unit in the Town of Clinton for Katherine Silver at 1 Rolling Hills Road.

A motion was made by Mrs. Insel, seconded by Mrs. Valenta to pass Resolution #125-11 as submitted:

**RESOLUTION #125-11
RESOLUTION CONCERNING DISCHARGE OF AFFORDABLE HOUSING MORTGAGE**

WHEREAS Town of Clinton resident, Katherine Silver, purchased a home at 1 Rolling Hill Road, Clinton, New Jersey, on August 14, 2006: and

WHEREAS this home was designated as an Affordable Housing unit in the Town of Clinton:
and

WHEREAS pursuant to the State of New Jersey Department of Community Affairs, Division of Housing regulations, Katherine Silver executed a mortgage to the Town of Clinton Affordable Housing Authority which was recorded in Hunterdon County, New Jersey, on October 2, 2006 in Mortgage Book 3066 on page 674: and

WHEREAS on June 15, 2011, Katherine Silver sold the home to David Matthew Wentz, who has executed a mortgage to the Affordable Housing Authority:

NOW THEREFORE BE IT RESOLVED that the Mayor has the authority to execute a Discharge of the Mortgage given by to the town of Clinton Affordable Housing Authority.

Vote all ayes
Motion carried

RESOLUTION #126-11 – EXTENSION OF TAX DUE DATE

A motion was made by Mr. Duffy, seconded by Mr. Shea, to adopt Resolution #126-11 as submitted:

**RESOLUTION #126-11
RESOLUTION – EXTENSION OF TAX DUE DATE**

WHEREAS, the 2011 tax rate for the Town of Clinton was certified by the Hunterdon County Tax Board on July 27, 2011, thereby creating a delay in the issuance of the Final 2010/Preliminary 2011 tax bills, and

WHEREAS, the third quarter tax amount is due on August 1, 2011, with a ten day grace period,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Clinton, County of Hunterdon, that the grace period for the payment of third quarter 2011 taxes be extended until August 30, 2011: and

BE IT FURTHER RESOLVED that any third quarter 2011 tax payments received after August 30, 2011 shall be charged interest from the original due date of August 1, 2011.

Vote all ayes
Motion carried

RESOLUTION #127-11 – CHAPTER 45 VIOLATION & MUNICIPAL CHARGES ASSESSED

Resolution #127-11 is submitted to affix a municipal charge on a property for brush, grass and weeds the Town of Clinton public works cleaned. Councilwoman Insel asked about the possibility of raising the charge to a more substantial amount then just our cost of the job. Town Attorney, Richard Cushing, explained there were two options; first is the town can only charge the homeowner for reasonable charges that were occurred by the Town; second a summons can be issued requiring the homeowner to go before a judge who can issue punitive charges.

A motion was made by Mr. Duffy, seconded by Mr. Shea, to adopt Resolution #127-11 as submitted:

RESOLUTION #127-11

WHEREAS, Section 45 BRUSH, GRASS, AND WEEDS, of the Town of Clinton Code Book requires that certain aspects of a homeowners property be maintained as to not create a concern to the public, welfare and safety or constitute a fire hazard: and,

WHEREAS, the code states that all grass and weeds must be maintained so as not be greater than 3 inches in height: and,

WHEREAS, the Code Enforcement Official is authorized to enforce Section 45 by notifying residents of the violation and allowing ten (10) days to abate a violation: and,

WHEREAS, of the owner of said property does not abate the problem within ten (10) days after receipt of the notice, a provision in the section allows for the Public Works/Business Administrator to re-inspect the lands in question and report to council at its next regular meeting the condition complained of, and

WHEREAS the Public Works/business Administrator shall cause the condition complained of to be abated and certify to the Mayor and Council, the cost charged which shall become a lien upon the lands and be added to become a part of taxes next to be assessed and levied upon the lands and shall bear interest at the same rate as taxes and be collected and enforced by the same officer and in the same manner as taxes.

NOW THEREFORE BE IT RESOLVED, the steps to abate conditions as stated in Section 45 to the following properties have been remedied by the Town of Clinton Public Works Department and the liens on the respective fees be assessed to the said properties are as follows:

TOTAL AMOUNT	
116 Atlas Construction Company Block 2, Lot 27	\$133.00

BE IT FURTHER RESOLVED that the Mayor and Council have reviewed documentation and approve the liens to be assessed as presented. Certified copies of this resolution shall be presented to the Town of Clinton Tax Assessor and Tax Collector.

Vote all ayes
Motion carried

ROLL CALL: Ayes: Duffy, Insel, Shea, Valenta, Mayor Miller

Vote all ayes
Motion carried

RESOLUTION #128-11 – NJEIT – SEWER UTILITY

A motion was made by Mrs. Insel, seconded by Mrs. Valenta, to adopt Resolution #128-11 as submitted

RESOLUTION # 128-11

RESOLUTION OF THE TOWN OF CLINTON, IN THE COUNTY OF HUNTERDON, NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE INTERIM FINANCING TRUST LOAN PROGRAM OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$1,545,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE TOWN OF CLINTON IN FAVOR OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, ALL PURSUANT TO THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST INTERIM FINANCING SFY 2012 TRUST LOAN PROGRAM.

WHEREAS, the Town of Clinton (the "Local Unit"), in the County of Hunterdon, New Jersey, has determined that there exists a need within the Local Unit to improve the sewer utility, consisting of tertiary filter replace for the wastewater treatment plant (the "Project"), and it is the desire of the Local Unit to obtain financing for such Project through participation in the State Fiscal Year 2012 financing program (the "SFY 2012 .Environmental Infrastructure Financing Program") of the New Jersey Environmental Infrastructure Trust (the "Trust");

WHEREAS, the Local Unit has determined to temporarily finance the acquisition, construction, renovation or installation of the Project prior to the closing with respect to the SFY 2012 Environmental Infrastructure Financing Program (scheduled to occur on May 3, 2012), and to undertake such temporary financing with the proceeds of an interim loan to be made by the Trust (the "Interim Loan") to the Local Unit, pursuant to the Interim Financing SFY 2012 Trust Loan Program of the Trust (the "Interim Financing Program");

WHEREAS, in order to (i) evidence and secure the repayment of the obligation of the Local Unit to the Trust with respect to the Interim Loan and (ii) satisfy the requirements of the Interim Financing Program, it is the desire of the Local Unit to issue and sell to the Trust the "Note Relating to the Interim Financing SFY 2012 Trust Loan Program of the New Jersey Environmental Infrastructure Trust" in an aggregate principal amount of up to \$1,545,000 (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the Trust pursuant to the terms of the Local Bond Law of the State of New Jersey, constituting Chapter 2 of Title 40A of the Revised Statutes of the State of New Jersey (the "Local Bond Law"), and other applicable law; and

WHEREAS, Section 28 of the Local Bond Law allows for the sale of the Note to the Trust, without any public offering, and N.J.S.A. 58:11B-9 allows for the sale of the Note to the Trust without any public offering, all under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section .28 of the Local Bond Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award the Note in accordance with the provisions hereof. The obligation represented by the Note has been appropriated and authorized by bond ordinance #11-4 of the Local Unit, which bond ordinance is entitled "BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO THE SEWER UTILITY IN AND BY THE TOWN OF CLINTON, IN THE COUNTY OF HUNTERDON, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$1,545,000 AND AUTHORIZING THE ISSUANCE OF \$1,545,000 BONDS OR NOTES OF THE TOWN FOR FINANCING PAR TOF THE APPROPRIATION", finally adopted by the Local Unit at a meeting duly called and held on April 12, 2011, at which time a quorum was present and acted throughout, all pursuant to the terms of the Local Bond Law and other applicable law.

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Section 2. The Chief Financial Officer of the Local Unit (the "Chief Financial Officer") is hereby authorized to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions hereof, (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount up to \$1,545,000;
- (b) the maturity of the Note shall be May 3, 2012;
- (c) the interest rate of the Note shall be 0.0% per annum;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered "IFP-11-1":
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Local Unit Clerk.

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of McManimon & Scotland, L.L.C. is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the Trust for the Interim Financing Program, to arrange for same.

Section 7. The Authorized Officers of the Local Unit are hereby further severally authorized to (i) execute and deliver, and the Local Unit Clerk is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary of the Local Unit, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the Trust and its representatives, agents, counsel and advisors, to be executed in connection the issuance and sale of the Note and the participation of the Local Unit in the Interim Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to

execute such certificate or other document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Interim Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Local Unit Clerk shall forward certified copies of this resolution to McManimon & Scotland, bond counsel to the Local Unit, David Zimmer, Executive Director of the Trust, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the Trust.

Exhibit A

Form of Note

**TOWN OF CLINTON
NOTE
RELATING TO:
THE INTERIM FINANCING TRUST LOAN PROGRAM - STATE FISCAL YEAR 2012
OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST**

Not to Exceed \$1,545,000 IFP-12 August 9, 2011

FOR VALUE RECEIVED, the Town of Clinton, in the County of Hunterdon, New Jersey, a municipal corporation duly created and validly existing pursuant to the laws of the State (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "Trust"), the Principal (as hereinafter defined), together with all unpaid 'accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note").

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same may from time to time be amended and supplemented.

"**Administrative Fee**" means a fee of up to four-tenths of one percent (.40%) of that portion of the Principal identified in clause (i) of the definition thereof (as set forth in this Section 1), or such lesser amount, if any, as the Trust may determine from time to time.

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"Anticipated Financing Program" means the financing program of the Trust, pursuant to which the Trust will issue, on or about May 3, 2012, its Trust Bonds for the purpose of financing, on a long term basis, the Project and other projects of certain qualifying borrowers.

"Anticipated Long Term Loan" means the long term loan made by the Trust to the Borrower from the proceeds of its Trust Bonds, as part of the Anticipated Financing Program.

"Authorized Officer" means any person authorized by the Borrower or the Trust, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

"Code" means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

"Cost" means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations and as further set forth in Exhibit B hereto, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an Authorized Officer of the Trust.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

"Event of Default" means any occurrence or event specified in Section 6 hereof

"Interest" means the interest charged on the Loan at a rate of 0.00% and payable by the Borrower to the Trust (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case maybe.

"Loan" means the loan of the Principal, made by the Trust to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced by this Note.

"Loan Disbursement Requisition" means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the New Jersey Department of Environmental Protection, in a form to be determined by the Trust and the New Jersey Department of Environmental Protection.

"Maturity Date" means May 3, 2012, or such other date to which the repayment of the Loan shall be extended by the Trust, in its sole discretion, which extension by the Trust shall be in connection with a delay in closing for the Anticipated Financing Program,

provided, however, that the maturity of this Note complies with the provisions set forth in N.J.S.A. 40A:2-8.1.

"Principal" means the principal amount of the Loan, at any time being the lesser of (i) One Million Five Hundred Forty-Five Thousand Dollars (\$1,545,000.00), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the Trust pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the Trust (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan, on the date of such optional prepayment or acceleration, as the case may be.

"Project" means the Environmental Infrastructure Facilities of the Borrower which constitutes a project for which the Trust is making the Loan to the Borrower, as further described in Exhibit A-1 hereto.

"Regulations" means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

"State" means the State of New Jersey.

"Trust Bonds" means the revenue bonds of the Trust to be issued, as part of the Anticipated Financing Program.

SECTION 2. Representations of the Borrower. The Borrower represents and warrants to the Trust:

(a) Organization. The Borrower: (i) is a municipal corporation duly created and validly existing under and pursuant to the Constitution and laws of the State; (ii) has full legal right and authority to execute, attest and deliver this Note, to sell this Note to the Trust, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the sale thereof to the Trust and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower. This Note has been duly sold by the Borrower to the Trust and duly issued by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights.

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(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iii) the authorization, execution, attestation or delivery of this Note, (iv) the issuance of this Note and the sale thereof to the Trust, and (v) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(c) Compliance with Existing Laws and Agreements; Governmental Consent.

(i) The due authorization, execution, attestation and delivery of this Note by the Borrower and the sale of this Note to the Trust, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amount due hereunder, and (iii) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances; injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the authorization, execution, attestation and delivery of this Note, for the sale of this Note to the Trust, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project.

(e) Reliance. The Borrower hereby acknowledges that the Trust is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the Trust relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long Tenn Loan.

(b) Full Faith and Credit Pledge. To secure the repayment obligation of the Borrower with respect to this Note, and all other amounts due under this Note, the Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of any and all obligations and amounts due under this Note. The Borrower acknowledges that, to assure the continued operation and solvency of the Trust, the Trust may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the Trust in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the Trust from State-aid otherwise payable to the Borrower.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the Trust, which consent may or may not be granted by the Trust in its sole discretion.

(d) Financing With Tax Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project on a long term basis with proceeds of Trust Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax exempt bonds"). In furtherance of such long term financing with tax exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the Trust, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations § 1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"), which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the Trust upon prior written notice. The Borrower shall permit the Trust to inspect the Environmental Infrastructure System.

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(g) insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the Trust as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the Trust is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee. The Trust shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the Trust of a Loan Disbursement Requisition, each such disbursement and the date thereof to be recorded by an Authorized Officer of the Trust on the table attached as Exhibit A-2 hereto. The Borrower expects that it will submit Loan Disbursement Requisitions in accordance with the schedule set forth in Exhibit C hereto. The latest date upon which the Borrower may submit to the Trust a Loan Disbursement Requisition is April 17, 2012. On the Maturity Date, the Borrower shall repay the Loan to the Trust in an amount equal to: (i) the Principal; (ii) the Interest; (iii) the Administrative Fee, if any; and (iv) any other amounts due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan Authorized Officer of the Trust. Each payment made to the Trust shall be applied to the payment of, *first*, the Interest then due and payable, *second*, the Principal, *third*, the Administrative Fee, if obligations hereunder, in whole or in part, upon receipt of the prior written consent of an any, *fourth*, any late charges, and, *finally*, any other amount due pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the Trust later than the Maturity Date, a late fee shall be payable to the Trust in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the *Wall Street Journal* on the Maturity Date plus one half of one percent per annum on such late payment from the Maturity Date to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

SECTION 5. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of

the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Trust to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the Trust or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an "Event of Default" hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the Trust to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce, the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the Trust shall have the right to declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the Trust to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby agrees that upon demand it shall pay to the Trust the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the Trust pursuant to this

Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: [Name and Address of Borrower, Attention: Name of Authorized Officer]; and to the Trust at the following address: New Jersey Environmental Infrastructure Trust, P.O. Box 440, Trenton, New Jersey 08625, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof, (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the Trust shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the Trust; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the Trust, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; and (h) whenever the Borrower is required to obtain the determination, approval or consent of the Trust pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the Trust in its sole and absolute discretion.

IN WITNESS **WHEREOF**, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

ROLL CALL: Ayes: Duffy, Insel, Shea, Valenta, Mayor Miller

Vote all ayes
Motion carried

RESOLUTION #129-11 CHAPTER 159 – RECYCLING TONNAGE GRANT

RESOLUTION #129-11

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget and,

WHEREAS, said Director may also approved the insertion of an item of appropriation for an equal amount, and,

WHEREAS, the town of Clinton has received \$2,636.37 from the State of new Jersey and wishes to amend its 2011 budget to include this amount as a revenue.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Clinton hereby requests the director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget for the year 2011 in the sum of \$2,636.37 which is now available as a revenue from

Miscellaneous Revenues

Special Item of General Revenue Anticipated with Prior Written

Consent of the Director of Local Government Services:

Public and Private Revenues Off-Set with Appropriations:

Recycling Tonnage Grant, and

BE IT FURTHER RESOLVED, that a like sum of \$2,636.37 is hereby appropriated under the caption of:

General Appropriations

(a) Operations Excluded from the 2.5% Cap

Public and Private Programs Off-Set by Revenues:

Recycling tonnage Grant:

Other Expenses

ROLL CALL: Ayes: Duffy, Insel, Shea, Valenta, Mayor Miller

Vote all ayes
Motion carried

RESOLUTION #130-11 – AWARD OF CONTRACT TO HIGHLANDS WATER COMPANY

A motion was made by Mr. Duffy, seconded by Mr. Shea, to award the contract for the Replacement of Well 3A Pump to Highlands Water Company

**RESOLUTION #130-11
RESOLUTION TO AWARD CONTRACT TO
HIGHLANDS WATER COMPANY**

WHEREAS, the Town of Clinton did issue a Request for Proposal for the Replacement of Well 3A Pump: and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and upon recommendation of the Town Water Engineer, Highlands Water company has been determined to be the lowest responsible bidder;

WHEREAS, a certificate of available funding has been presented;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Clinton, Hunterdon County State of New Jersey, that a contract is hereby awarded to Highlands Water Company, in the amount of \$25,115.00 for Replacement of the Well 3A Pump, and that the Mayor and Town clerk of the Town of Clinton are hereby authorized, respectively, to execute and attest to an agreement with Highlands Water Company, pursuant to bid specifications, and subject to approval by the Town Attorney.

TAKE NOTICE, that the foregoing Resolution was adopted by the Mayor and Council of the Town of Clinton, County of Hunterdon, at a regular meeting held on August 9, 2011.

ROLL CALL: Ayes: Duffy, Insel, Shea, Valenta, Mayor Miller

Vote all ayes
Motion carried

INTRODUCTION OF ORDINANCE #11-11 – PETITION HIGHLANDS COUNCIL

A motion was made by Mrs. Insel, seconded by Mr. Duffy, to introduce Ordinance 11-11 on first reading as submitted:

**TOWN OF CLINTON
ORDINANCE # 11-11**

**ORDINANCE TO PETITION THE HIGHLANDS COUNCIL FOR PLAN
CONFORMANCE FOR THE PLANNING AREA**

Section 1 Purpose

The Town of Clinton is located partially within that portion of the New Jersey Highlands Region defined by the Highlands Act, as the "Planning Area" (see definitions, below). This Ordinance is enacted pursuant to Section 15.a. of the Highlands Water Protection and Planning Act (Highlands Act, N.J.S.A. 13:20-1 et seq.), which provides that a municipality may choose to conform its master plan, development regulations, and other regulations to the provisions of the Highlands Regional Master Plan, with respect to lands located within the Planning Area, and by Ordinance, petition the New Jersey Highlands Water Protection and Planning Council (Highlands Council) for Plan Conformance approval of such planning and regulatory documents.

By adoption of this Ordinance, the Governing Body of the Town of Clinton establishes that the municipality shall conform its master plan, development regulations, and all other regulations applicable to the use and development of land within the Planning Area of the municipality, to achieve consistency with the goals, requirements, and provisions of the Highlands Regional Master Plan. Said conformance shall be in accordance with the provisions of Highlands Council approval of the municipality's Petition for Plan Conformance, which was previously submitted to the Highlands Council by Resolution# 111-09 adopted by the Governing Body on October 13, 2009, and which the Highlands Council approved with

certain conditions by Highlands Council Resolution No. 20113, adopted on January 20, 2011. Further; this Ordinance specifically reserves the rights of the municipality as specified by the Highlands Act, with respect to the voluntary nature of Plan Conformance for the Planning Area.

Section .2 Basis and Background

The Highlands Act finds and declares that protection of the Highlands Region is an issue of State level importance because of its vital link to the future of the State's drinking water supplies and other significant natural resources. The Highlands Act creates a coordinated land use planning system requiring the Highlands Council to prepare and adopt a Regional Master Plan that serves to protect, restore and enhance the significant resources the Highlands Region. The Highlands Act sets forth a bifurcated system for municipal conformance with the goals, requirements and provisions of the Regional Master Plan. Pursuant to Section 14.a. of the Highlands Act, a municipality located wholly or partially in the Preservation Area was required to submit by December 8, 2009 a revised municipal master plan, development regulations and other regulations, as applicable to the development and use of land in the Preservation Area, to conform them with the Regional Master Plan.

Pursuant to Section 15.a. of the Highlands Act, for a municipality located wholly in the Planning Area or for any portion of a municipality lying within the Planning Area, the municipality may submit at any time a revised master plan, development regulations and other regulations, as applicable to the development and use of land in the Planning Area, that conforms with the Regional Master Plan. Plan Conformance by a municipality is strictly voluntary for lands in the Planning Area.

Consequently, Town of Clinton, having lands in the Planning Area of the Highlands Region, did submit as part of a Petition for Plan Conformance to the Highlands Council on December 8, 2009, proposed revisions to the master plan, development regulations and other regulations that relate to the development and use of land in the Planning Area. On January 20, 2011 the Highlands Council adopted Resolution No. 2011-3 approving Town of Clinton's Petition for Plan Conformance. The approval was conditioned upon the Town of Clinton's adoption of an ordinance pursuant to Section 15a of the Highlands Act, formally petitioning the, Highlands Council for Plan Conformance for lands within the Planning Area.

Section 3 Applicability

This Ordinance applies to the development and use of land located in the Planning Area of Town of Clinton, as defined by Section 7 of the Highlands Act.

Section 4 Definitions

For the purpose of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this Ordinance clearly demonstrates a different meaning. When not inconsistent with the context, words used in the

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present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Highlands Council - means the New Jersey Highlands Water Protection and Planning Council. **Highlands Act** - means the Highlands Water Protection and Planning Act, P.L. 2004, c.120, as amended, codified in part at N.J.S.A. 13:20-1 *et seq.*

Highlands Region means all that area within the boundaries of the municipalities listed in subsection a. of section 7 of the Highlands Act.

Planning Area - means lands within the Highlands Region not within the Preservation Area (N.J.S.A. 13:20-7).

Plan Conformance - means the process by which a municipality revises the master plan, development regulations and other regulations related to the development and use of land to conform them with the goals, requirements, and provisions of the Regional Master Plan in accordance with the Highlands Plan Conformance Guidelines.

Preservation Area - means that portion of the Highlands Region so designated by subsection b. of section 7 of the Highlands Act.

Regional Master Plan- means the Highlands regional master plan or any revision thereof adopted by the Highlands Council pursuant to N.J.S.A. 13:20-8.

Section 5 Petition for Plan Conformance

Town of Clinton hereby formalizes its Petition for Plan Conformance to the Highlands Council, declaring it fully effective for lands in the Planning Area of the municipality, said Petition having been approved by the Highlands Council subject to the conditions as set forth in Highlands Council Resolution No. 2011-3, adopted on January 20, 2011.

Section 6 Reserved Right of Withdrawal for Planning Area

At any time, the Town of Clinton may withdraw that portion of its Petition for Plan Conformance for the Planning Area. In such event, any approvals, rejections or conditions of the revised municipal master plan, development regulations or other regulations that pertain to the Planning Area, as set forth by the Highlands Council in approving Resolution No. 2011-3, will not be binding upon the Town of Clinton. Any such withdrawal, should it occur, shall require repeal of this Ordinance, and shall be followed by formal notification to the Highlands Council, sent within ten (10) days of adoption by certified mail and including a certified copy of such repealing ordinance.

Section 6 Planning Grants and Technical Assistance

Upon application of Town of Clinton, the Highlands Council has made, or will make, grant funding and other financial and technical assistance available to Town of Clinton for the reasonable costs associated with the revision of the master plan, development regulations or other regulations, which revisions are designed to bring those plans and regulations into conformance with the Regional Master Plan. The Highlands Council shall provide grant funds

for all mandatory aspects of Plan Conformance in accordance with the Plan Conformance Grant Program, and may also provide grant funds for the discretionary aspects of Plan Conformance as determined by the Highlands Council. As Plan Conformance for lands in the Planning Area is strictly voluntary, Town of Clinton retains the right to withdraw that portion of the Petition relating to lands lying in the Planning Area from the Plan Conformance process at anytime.

Section 7 Effective Date

This ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

ALL OF WHICH IS ADOPTED this 9th day of August, 2011 by the Governing Body of the Town of Clinton.

A copy of this ordinance will be published in the August 17, 2011 edition of the Hunterdon Review. The second reading and public hearing will be held September 13, 2011.

Vote all ayes
Motion carried

INTRODUCTION OF ORDINANCE 11-12 – BOND ORDINANCE – ROAD IMPROVEMENTS

A motion was made by Mrs. Valenta, seconded by Mr. Duffy, to introduce Ordinance #11-12 as submitted:

ORDINANCE #11-12

BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO VARIOUS ROADS IN AND BY THE TOWN OF CLINTON, IN THE COUNTY OF HUNTERDON, NEW JERSEY, APPROPRIATING \$700,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$412,000 BONDS OR NOTES OF THE TOWN TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CLINTON, IN THE COUNTY OF HUNTERDON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Town of Clinton, in the County of Hunterdon, New Jersey (the "Town") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$700,000, including the aggregate amount of \$288,000 in grants received from the State of New Jersey Department of Transportation (the "State Grants"). Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the costs of the improvement since the project described in Section 3(a) hereof is being partially funded by the State Grants.

Section 2. In order to finance the cost of the improvement or purpose not covered by application

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of the above referenced State Grants, negotiable bonds are hereby authorized to be issued in the principal amount of \$412,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is improvements to various roads, consisting of Lower Center Street, Main Street and East Main Street, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The Town hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Town is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Town may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Town as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$412,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$163,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Town hereby declares the intent of the Town to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This

Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations § 1.150-2 or any successor provisions of federal income tax law.

Section 8. Any grant moneys or other funds received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or if other than as referred to in Section 1 hereof, to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Town is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Town and to execute such disclosure document on behalf of the Town. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Town pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Town and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Town fails to comply with its undertaking, the Town shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Town are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Town, and the Town shall be obligated to levy ad valorem taxes upon all the taxable real property within the Town for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

A copy of this ordinance will be published in the August 17, 2011 edition of the Hunterdon Review. The second reading and public hearing will be held September 13, 2011.

Vote all ayes
Motion carried

WATER REFUND – RAFAEL MARTINEZ

The Water Collector is requesting a refund of \$55.42 to Rafael Martinez. A motion was made by Mrs. Insel, seconded by Mrs. Valenta to refund the amount requested.

ROLL CALL: Ayes: Duffy, Insel, Shea, Valenta, Mayor Miller

Vote all ayes
Motion carried

NATIONAL PUBLIC LANDS DAY PROCLAMATION

Mayor Miller read a proclamation proclaiming September 24, 2011 as National Public Lands Day. James T. Naples, PW/BusAdm explained the Town participated in water sampling of the South Branch of the Raritan River with the National Environmental Education Foundation and therefore they are requesting the Town to share in this day. A motion was made by Mr. Duffy, seconded by Mr. Shea to declare September 24, 2011 as National Public Lands Day.

Vote all ayes
Motion carried

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TURN THE TOWNS TEAL – RIBBON REQUEST

September has been designated as National Ovarian Cancer Awareness Month. Turn the Towns Teal is a campaign to create awareness of ovarian cancer and its symptoms. It consists of volunteers tying ribbons on trees and street poles for the month of September. Jane B. MacNeil, President, is requesting permission from the Mayor and Council to tie the ribbons around Town. A motion was made by Mrs. Valenta, seconded by Mrs. Insel to approve the request to tie the ribbons on poles with the recommendation of Mayor Miller.

Vote all ayes
Motion carried

BANNER REQUEST

Council is in receipt of a banner request from Joan Schaming of Balic of Clinton to display a banner announcing “Doing Clinton” weekend on October 1st and 2nd, 2011. The banner dates are September 20, 2011 through October 3, 2011. A motion was made by Mr. Shea, seconded by Mr. Duffy to approve the request as submitted.

Vote all ayes
Motion carried

MUNICIPAL ALLIANCE RENEWAL 2012

Authorization for the Town of Clinton to sign the Municipal Alliance Renewal Application for 2012. The Municipal Alliance continues to be able to provide Substance Abuse Prevention programming to our schools and the entire community. Town official is to sign the application for Funding Cover Sheet for 2012, Statement of Assurances sheet, and Fiscal Requirements sheet.

A motion was made by Mrs. Insel, seconded by Mrs. Valenta authorizing the signing of the Municipal Alliance Renewal for 2012.

Vote all ayes
Motion carried

REVIEW OF BEST PRACTICES PER THE STATE OF NEW JERSEY

The State of New Jersey requires each municipality to submit a Best Practices Inventory Questionnaire. The questions concern the everyday operation of the municipality such as, do we maintain a website, participate in shared services, do we have a system of checks and balances, audit procedures, etc. James T. Naples, PW/BusAdm and Kathy Olsen, CFO, reviewed the questionnaire and answered all questions as they pertain to the Town of Clinton. Mrs. Olsen explained this is the second year the questionnaire has been requested however the State requires the completed form to be a discussion item on the agenda this year. Mrs. Insel stated she was glad to see the Town had already been doing all of the practices on the questionnaire. Mrs. Olsen explained that determined by the answers is whether the final payment for State Aid is issued. Mayor Miller thanked Jim and Kathy for preparing the document.

FEE WAIVER REQUEST – RED MILL MUSEUM VILLAGE

A waiver request was received from the Red Mill Museum Village in the amount of \$42.00 for a fire permit that will be issued for an event (Revolutionary War Days) the Museum is going to hold.

A motion was made by Mrs. Valenta, seconded by Mr. Shea to grant the fee waiver request in the amount of \$42.00.

ROLL CALL: Ayes: Duffy, Insel, Shea, Valenta, Mayor Miller

Vote all ayes
Motion carried

CORRESPONDENCE

None

REPORTS FROM COUNCIL & TOWN OFFICIALS

James T. Naples, PW/BusAdm

1. The Request for Proposals (RFP) will be accepted on August 16, 2011 by 4:00pm for the Safe Routes to School Project. The submissions will be reviewed by the road committee and the most qualified firm will be chosen. This is the design phase and will apply for a grant for the actual project. Mrs. Insel recommended starting application for the grant as soon as the design starts because it does take some time.
2. The energy efficient lights are complete in the buildings except the Community Center which will be complete by the end of the week.
3. The Leigh Street Water Main Replacement Project is moving along quickly. They are past Phase I and past the school zone. Phase II of the project has begun.
4. The contractor for the 2.5 Million Gallon Storage Tank has begun pouring the concrete forms located at the Transfer Station next to the other 2.5 million gallon storage tank. There will be a formal public ceremony when starting to raise the concrete forms for the tank. The date has not been determined at this time. When the construction is complete this will give the water department 5 million gallons of water storage for the system.

Kathy Olsen, CFO

1. Mrs. Olsen reported the tax rate for 2011 was increased by only eight tenths of one penny. Overall the tax rate has stayed stable for the schools, county and local taxes.

Councilman Shea

1. The Roads Committee met with the Town Engineer and discussed the design for the Main, East Main, and Lower Center Street Project. The Bid Proposals will go out around October and November 2011. The project will take place around March and April 2012. In September there will be a public meeting about the project. The Town Engineer, Water Engineer and Town Officials will be present to answer any questions the merchants and public may have.
2. SWAC – Towns are working with the County Freeholders to create recycling initiatives. Discussing consolidated waste efforts among all different towns.

Councilwoman Insel

1. Smart Growth did not meet this month. She will be meeting with the County to use their expertise on grants and data that they have and we can use.

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2. Councilwoman Insel and members of Smart Growth are working on writing up a 501(c)3 Non Profit application for the Black Potatoe Music Festival to allow them to expand to other areas in Town. This can be a way to bring more revenue and more people into Town. They continue to have meetings and she will have a presentation when all is complete.

Councilwoman Valenta

1. There was no meeting held for the Historical Committee this month. The historical slides are being scanned into a computer by a volunteer. All slides should be on the computer by September.

2. Mrs. Valenta received a call about the recycling policy at Bundt Park which is located in Clinton Township. She explained to the resident the park was not in the Town of Clinton's jurisdiction and told the caller about our recycling policies. The caller was amazed on all that the Town does for recycling. There are no problems with our recycling containers. Mrs. Valenta was very pleased with how the Town handles recycling.

3. The next regular meeting for the North Hunterdon High School Board of Education will be held on August 16, 2011.

Councilman Duffy

1. A Clinton Fire Department membership application has been submitted for Christian Cole, of 58 Westgate Drive, Annandale. A motion was made by Mr. Duffy, seconded by Mr. Shea to accept the application as submitted.

Vote all ayes
Motion carried

2. The Buildings and Grounds Forman, Art Dysart, is working on blending in the cement repairs from the banister work on the municipal building. The cost for the contractor to do the work was very expensive at this time.

3. A new tennis net and a new handicap swing were installed at the community center. The Parks and Recreation Committee are looking into the cost for vending machines for drinks such as water, juice, and sport drinks to be placed by the Community Center.

4. The Annual Town Picnic will be held on Saturday, September 10th with a rain date of Saturday, September 24th.

5. The summer recreation was a success with 170 children registered. 105 children were from Clinton, 59 children were from Glen Gardner, and 6 children were from outside towns. The attendance each day was constant which the committee feels is due to the increase in the fee. The Pender's canoe trip was the favorite trip for all the children.

6. New drawings were submitted for the Grandstands at Gebhardt Field and they will be reviewed by the Recreation Committee. The dugouts are on hold at this time.

Mayor Miller

1. Mayor Miller reported he attended the Fire Department meeting and would like to thank Councilman Duffy for all his time in arranging the meeting.

APPROVAL OF STANDBY AND OVERTIME

A motion was made by Mrs. Insel, seconded by Mrs. Valenta, to approve the standby and overtime pay attached to these minutes for July 8, 2011 through August 4, 2011

ROLL CALL: Ayes: Duffy, Insel, Shea, Valenta, Mayor Miller

Vote all ayes
Motion carried

PAYMENT OF BILLS

A motion was made by Mrs. Valenta, seconded by Mr. Shea to approve the voucher list attached to these minutes.

ROLL CALL: Ayes: Duffy, Insel, Shea, Valenta, Mayor Miller

Vote all ayes
Motion carried

RESOLUTION # 131-11 - EXECUTIVE SESSION – Contract Negotiations/Potential Litigation

A motion was made by Mrs. Insel, seconded by Mr. Shea, to enter into Executive Session at 8:22 p.m. to discuss Contract Negotiations/Potential Litigation.

Vote all ayes
Motion carried

RESOLUTION # 131-11

RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, the Open Public Meetings Act; *N.J.S.A. 10:4-6 et seq.*, declares it to be the public policy of the State to insure the right of citizens to have adequate advance notice of and the right to attend meetings of public bodies at which business affecting the public is discussed or acted upon; and

WHEREAS, the Open Public Meetings Act also recognizes exceptions to the right of the public to attend portions of such meetings; and

WHEREAS, the Mayor and Council find it necessary to conduct an executive session closed to the public as permitted by the *N.J.S.A. 40:4-12*; and

WHEREAS, the Mayor and Council will reconvene in public session at the conclusion of the executive session;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Clinton, County of Hunterdon, State of New Jersey that they will conduct an executive session to discuss the following topic(s) as permitted by *N.J.S.A. 40:4-12*:

A matter which Federal Law, State Statute or Rule of Court requires be kept confidential or excluded from discussion in public (Provision relied upon: _____);

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_____ A matter where the release of information would impair a right to receive funds from the federal government;

_____ A matter whose disclosure would constitute an unwarranted invasion of individual privacy;

_____ A collective bargaining agreement, or the terms and conditions thereof (Specify contract:

_____ A matter involving the purpose, lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed;

_____ Tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection;

_____ Investigations of violations or possible violations of the law;

 X Pending or anticipated litigation or contract negotiation in which the public body is or may become a party; (the general nature of the litigation or contract negotiations is:

_____ OR _____ the public disclosure of such information at this time would have a potentially negative impact on the municipality's position in the litigation or negotiation; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists.)

_____ Matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his or her ethical duties as a lawyer; (The general nature of the matter is: _____ OR _____ the public disclosure of such information at this time would have a potentially negative impact on the municipality's position with respect to the matter being discussed; therefore this information will be withheld until such time as the matter is concluded or the potential for negative impact no longer exists);

_____ Matters involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective or current public officer or employee of the public body, where all individual employees or appointees whose rights could be adversely affected have not requested in writing that the matter(s) be discussed at a public meeting; (The employee(s) and/or general nature of discussion is _____ OR _____ the public disclosure of such information at this time would violate the employee(s) privacy rights; therefore this information will be withheld until such time as the matter is concluded or the threat to privacy rights no longer exists.;

_____ Deliberation occurring after a public hearing that may result in the imposition of a specific civil penalty or loss of a license or permit;

BE IT FURTHER RESOLVED that the Mayor and Council hereby declare that their discussion of the subject(s) identified above may be made public at a time when the Town Attorney advises them that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the Town or any other entity with respect to said discussion. That time is currently estimated to be: (estimated length of time) OR upon the occurrence of

BE IT FURTHER RESOLVED that the Mayor and Council, for the reasons set forth above, hereby declare that the public is excluded from the portion of the meeting during which the above discussion shall take place.

Council returned to the Regular Meeting to take action at 8:42 p.m.

Vote all ayes
Motion carried

ADJOURNMENT: There being no further business, a motion was made by Mrs. Valenta, seconded by Mr. Shea to adjourn the meeting at 8:44 P.M.

Vote all ayes
Motion carried

Nancy A. Burgess, Deputy Clerk

Mayor Richard F. Miller