

Mayor Kovach called the special meeting to order at 7:30 p.m.

Flag Salute.

Roll Call: Present – Carberry, Duffy, Insel, Pendergast, Smith, Mayor Kovach
Absent – Shea

STATEMENT OF ADEQUATE NOTICE:

Mayor Kovach 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. Carberry, seconded by Mr. Smith to approve minutes of November 27, 2012 as submitted.

Vote all ayes
Motion carried

APPROVAL OF EXECUTIVE SESSION MINUTES

A motion was made by Mr. Smith, seconded by Mrs. Insel to accept the Executive Session minutes of November 27, 2012 as presented.

Vote all ayes
Motion carried

APPROVAL OF MONTHLY REPORTS – NOVEMBER

A motion was made by Mr. Smith seconded by Mr. Carberry, to accept the monthly reports for the month of November as submitted:

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

Vote all ayes
Motion carried

PUBLIC COMMENT

Walter Hetzel, West Main Street, wished to thank everyone in the Town who helped make the annual Clinton Guild Christmas Parade a success!

A special thank you to Councilwoman Laurie Insel for her 8 years of service to the Town. Her hard work and contributions to the Town Council and the residents was outstanding and much appreciated.

Attorney Walter Wilson came before Council with three issues:

1. Twin Ponds, 61 unit development between the ramp of Route 173 and Union Gap Village. Plans are to move forward with pre-constructions plan and are currently in the final stages of construction preparation. Mr. Wilson is in need of a current statement from the Town regarding water and sewer capacity to provide utilities to this project. Megan Jones-Holt

asked if the ponds would be compromised and Mr. Wilson assured her not at all and would be back to the Council to ask if the town would consider taking over some of the open space.

2. Cara's Seafood, Old Highway 22, a new establishment in the Town, has gone before the Planning Board for an informal request for a waiver of a site plan for seating and plans to go back to the Board and apply for a minor site plan. Cara is planning a Grand Opening for Wednesday, December 19, 2012, 6:00 p.m. to 9:00 p.m., a private party, by invitation only. Mr. Wilson is requesting Council's permission to allow Cara to hold the event and have seating for her guests. Mr. Cushing said there is nothing in the Code Book preventing her from having a private party, and Zoning Officer, Allison Witt should be notified that it is allowed. Planning Board chair, Frank Gallagher, Attorney Bill Caldwell and Code Enforcement Officer, Jack Daniels will also be informed.
3. Mr. Wilson introduced Clement Bonnell and his son, Frank, and presented their plan for moving the Bonnell Tavern, a historic building located at the intersection of Exit 15 into the Town of Clinton, slightly in front of its current location. Their plans includes opening a brew pub which is a bill before legislature, to issue liquor licenses to historic buildings. Mr. Wilson is requesting a letter of support from the Town to SHPO, the State Historic Preservation Office, asking that the front porch be saved. Mr. Cushing explained that there is a separation between Council and the Board of Adjustment. Mr. Wilson wished to thank Councilwoman Insel for her years of service and her long time interest in having this building restored to its historic splendor. The proposed use would require a use variance, an outstanding question is, why Council did not adjust the ordinance in that section of Town to allow for such a use.

MAYOR'S COMMENTS

1. The water meter replacement project has begun by National Metering Services. Residents have been notified.
2. The revaluation for the Town has been granted approval, letters have been sent to all residents. The revaluation company is attempting an aggressive campaign and hopes to be complete by the end of February. Mayor is meeting with the County Tax Board to get extension approval to February 28, 2013.

SUNRISE ROTARY PRESENTATION

Lynn Arnold and Megan Jones Holt of the Sunrise Rotary presented checks to the Clinton Fire Department, Clinton First Aid and Rescue Squad and the Clinton Police Department for their help hosting the Annual Rubber Ducky Race. Although Sprintin' Clinton was not held this year due to scheduling conflicts, the Fire Department allows the Sunrise Rotary to occupy their building for numerous functions throughout the year!

Mrs. Holt also announced that Council will be hearing from the Rotary with plans of installing a new fitness trail in the near future behind Hunts Mill Park. Discussions have already taken place with the Board of Recreation.

RESOLUTION #169-12 – CHANGE ORDER – WATER REPLACEMENT PROGRAM

A motion was made by Mr. Smith, seconded by Mr. Pendergast, to adopt Resolution #169-12 as submitted:

RESOLUTION # 169-12
CHANGE ORDER NO. 1

WHEREAS, the need has arisen for a change order to the Water Meter Replacement Program, and

WHEREAS, it will be necessary to test the old meters, and

WHEREAS, the resulting contract cost of the project, is as follows:

Original Cost of Contract	\$ 46,091.00
Change Order #1 Cost Adjustment	\$ 910.00
Resulting Contract Cost	\$ 47,001.00

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Clinton that Change Order Number 1 for the Water Replacement Program be approved.

ROLL CALL: Carberry, Duffy, Insel, Pendergast, Smith, Mayor Kovach

Vote all ayes
Motion carried

RESOLUTION #170-12 – EXTENSION OF INTERLOCAL SERVICES AGREEMENT

A motion was made by Mr. Pendergast, seconded by Mr. Duffy, to adopt Resolution #170-12 as submitted:

RESOLUTION # 170-12

**RESOLUTION TO APPROVE THE EXTENSION OF THE
INTERLOCAL SERVICES AGREEMENT ENTERED INTO
IN 2008, AS AMENDED FOR THE MUNICIPAL COURT OF
NORTH HUNTERDON**

WHEREAS, the Town of Clinton, the Township of Franklin, the Borough of Glen Gardner, the Borough of High Bridge, and the Township of Lebanon, (“**Member Towns**”) are Members of a Joint Municipal Court known as the **Municipal Court of North Hunterdon**, (“**the Court**”), pursuant to an Interlocal Services Agreement entered into in 2008, as amended in 2009 (the “**Agreement**”), which will expire on December 31, 2012; and,

WHEREAS, the Agreement provides that it may be renewed for two (2) additional five (5) year periods; and,

WHEREAS, the Court will cease accepting new matters after December 31, 2012 and will cease the active scheduling and adjudication of cases as February 28, 2013; and,

WHEREAS, it is necessary to extend the Agreement to March 31, 2013; and

WHEREAS, the Member Towns are parties to a Shared Services Agreement to provide for the storage, security and administration of the Court files and records and the continuation of business, as required, after cessation of the Court’s regular functions; and,

WHEREAS, the Member Towns enter into this Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED as follows:

1. The Extension Agreement is hereby approved for the term commencing on January 1, 2013 and ending on March 31, 2013.
2. The Mayor and Municipal Clerk are hereby authorized and directed to execute an Agreement to Extend the Interlocal Services Agreement entered into in 2008, as Amended, to March 31, 2013.
3. The Mayor and Municipal Clerk are hereby further authorized to execute any further documents and take any further action necessary to achieve the purpose of the Extension Agreement, as renewed and extended, and to comply with its terms.
4. Upon passage of this resolution, a copy of the Extension Agreement shall be on file with the Municipal Clerk for public inspection during normal business hours.

Vote all ayes
Motion carried

RESOLUTION #171-12 – AWARD OF GARBAGE CONTRACT

A motion was made by Mr. Smith, seconded by Mr. Duffy, to adopt Resolution #171-12 as submitted:

RESOLUTION # 171-12

**AUTHORIZING CONTRACT WITH PREMIER DISPOSAL, INC.
FOR SOLID WASTE & RECYCLING COLLECTION AND DISPOSAL**

WHEREAS, the Town of Clinton (“Town”) received and opened bids from Premier Disposal, Inc., and Republic Services of NJ d/b/a/ Raritan Valley Disposal for solid waste and recycling collection and disposal on November 27, 2012 pursuant to the authority of N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Town solicited bids for periods of one, three and five years; and

WHEREAS, the Town has determined that it is advisable to award a five year contract;
and

WHEREAS, Premier Disposal, Inc. submitted the lowest bid for a five year contract in the total amount of \$454,928.00, consisting of a charge of \$283,750.00 for solid waste collection and a charge of \$171,178.00 for recycling collection;

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

1. The Town of Clinton approves the award of a five year contract to Premier Disposal, Inc. for a total contract amount of \$454,928.00 for solid waste and recycling collection and disposal

consisting of a \$283,750.00 charge for solid waste collection and a \$171,178.00 charge for recycling collection.

2. The contract to be entered between the Town of Clinton and Premier Disposal, Inc. shall be substantially in the form attached hereto.

3. The Mayor and Clerk are hereby authorized to sign the contract and all other documents necessary for the transactions contemplated by this Resolution.

ROLL CALL: Ayes: Carberry, Duffy, Insel, Pendergast, Smith, Mayor Kovach

Vote all ayes
Motion carried

RESOLUTION #172-12 – REMOVAL OF SPECIAL CHARGES

A motion was made by Mr. Smith, seconded by Mr. Carberry, to adopt Resolution #172-12 as submitted:

RESOLUTION # 172-12

WHEREAS, the Mayor and Council approved a special charge to be assessed to 65 Center Street, Block 14, Lot 15 for noncompliance with Section 45 BRUSH, GRASS AND WEEDS, of the Town of Clinton Code Book; and

WHEREAS, the Mayor and Council approved the above special charge on October 9, 2012, Resolution #149-12; and

WHEREAS, the Tax Collector was given the wrong address of the property to be assessed the special charge;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council hereby grant permission for the Tax Collector to remove the special charge in the amount of \$402.00 from her records.

ROLL CALL: Ayes: Carberry, Duffy, Insel, Pendergast, Smith, Mayor Kovach

Vote all ayes
Motion carried

RESOLUTION #173-12 – MUNICIPAL LIEN

A motion was made by Mr. Pendergast, seconded by Mr. Carberry, to adopt Resolution #173-12 as submitted:

RESOLUTION # 173-12

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 state that all grass and weeds must be maintained so as not to be greater than three (3) inches in height; and

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

WHEREAS, 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 reinspect 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 special charge 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 to be collected and enforced by the same officer and the same manner as taxes.

NOW, THEREFORE, BE IT RESOLVED, that steps to abate conditions as stated in Section 45 to the following property has been remedied by the Town of Clinton Public Works Department and the special charges on the respective fees be assessed to the said property owner as follows:

65-1/2 Center Street	Block 14, Lot 32	\$402.00
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BE IT FURTHER RESOLVED, that the Mayor and Council have reviewed documentation and approve the special charge to be assessed as presented. Certified copies of this resolution shall be presented to the Town of Clinton Tax Assessor and Tax Collector.

ROLL CALL: Ayes: Carberry, Duffy, Insel, Pendergast, Smith, Mayor Kovach

Vote all ayes
Motion carried

RESOLUTION #174-12 – CANCELLATION OF LIEN

A motion was made by Mr. Smith, seconded by Mr. Pendergast to adopt Resolution #174-12 as submitted:

RESOLUTION # 174-12

WHEREAS, the Tax Collector of the Town of Clinton has been paid \$94,212.58 the amount necessary to redeem Tax Sale Certificate #2010-4 on Block 25, Lot 20, assessed to Global Ag Associates c/o Ocwen Loan Servicing LLC, and purchased by U.S. Bank as Custodian for Empire Tax Fund I LLC.

NOW THEREFORE BE IT RESOLVED, on this 11th day of December, 2012 by the Mayor and Council of the Town of Clinton, County of Hunterdon, that the Chief Financial Officer be authorized to issue a check in the amount of \$94,212.58 payable to U.S. Bank as Custodian for Empire Tax Fund I LLC, 50 South 16th Street-Suite 1950, Philadelphia, PA, 19102, upon receipt of the original Tax Sale Certificate endorsed for cancellation, and

BE IT FURTHER RESOLVED that the Tax Collector be authorized to cancel Lien #2010-4 on Block 25, Lot 20, assessed to Global Ag Associates, from the Town of Clinton Tax Records.

ROLL CALL: Ayes: Carberry, Duffy, Insel, Pendergast, Smith, Mayor Kovach

Vote all ayes
Motion carried

RESOLUTION #175-12 – TRANSFER OF FUNDS

A motion was made by Mr. Pendergast, seconded by Mr. Carberry, to adopt Resolution #175-12 as submitted:

RESOLUTION #175-12

WHEREAS, it has been determined that there will be excesses in certain appropriations over and above the amount deemed to be necessary to fulfill the purpose of such appropriations for the year 2012, and it has also been determined that certain appropriations are deemed to be insufficient to fulfill the purposes of such appropriations; and

WHEREAS, N.J.S.A. 40A:4-58 provides for the transfer of the amount of such appropriations as may be deemed in excess to such appropriations as may be deemed to be insufficient; and

WHEREAS, the transfers about to be authorized do not affect any appropriations, to which or from which transfer are prohibited under the statutes;

NOW, THEREFORE, BE IT RESOLVED that the following transfers between 2012 appropriations be authorized pursuant to N.J.S.A. 40A:4-58:

	<u>From</u>	<u>To</u>
Board of Adjustment – Other Expenses	\$ 1,000.00	
Streets & Roads – Salary & Wages	\$ 5,000.00	
Community Center – Other Expenses	\$ 1,000.00	
Legal - Other Expenses		\$ 7,000.00
TOTALS	\$ 7,000.00	\$ 7,000.00

ROLL CALL: Ayes: Carberry, Duffy, Insel, Pendergast, Smith, Mayor Kovach

Vote all ayes
Motion carried

RESOLUTION #176-12 – CHANGE ORDER MANHOLE REHABILITATION PROJECT

A motion was made by Mr. Smith, seconded by Mr. Carberry, to adopt Resolution 3176-12 as submitted:

**RESOLUTION # 176-12
CHANGE ORDER NO. 1**

WHEREAS, the need has arisen for a change order to the Manhole Rehabilitation Project, and

WHEREAS, according to the Sewer Engineer, it was necessary to use additional grouting material, and

WHEREAS, the resulting contract cost of the project, is as follows:

Original Cost of Contract	\$13,100.00
Change Order #1 Cost Adjustment	\$ 300.00
Resulting Contract Cost	\$13,400.00

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Clinton that Change Order Number 1 for the Manhole Rehabilitation Project be approved.

ROLL CALL: Ayes: Carberry, Duffy, Insel, Pendergast, Smith, Mayor Kovach

Vote all ayes
Motion carried

INTRODUCTION OF ORDINANCE #12-13 – SHARED SERVICE AGREEMENT

A motion was made by Mr. Smith, seconded by Mr. Pendergast, to introduce Ordinance #12-13 on first reading as submitted:

ORDINANCE #12-13

SHARED SERVICES AGREEMENT
TO PROVIDE FOR THE STORAGE, SECURITY AND ADMINISTRATION
OF THE MUNICIPAL COURT OF NORTH HUNTERDON'S CASE FILES
AND RECORDS AND THE CONTINUATION OF BUSINESS, AS REQUIRED
AFTER CESSATION OF REGULAR MUNICIPAL COURT FUNCTIONS

THIS AGREEMENT is made this ____ day of _____, 2012

Between: **TOWNSHIP OF CLINTON**, a municipal corporation,
1225 Route 31 South, Suite 411
Lebanon, NJ 08833

(hereinafter referred to as “**Custodian Town**”)

and: **TOWN OF CLINTON**, a municipal corporation,
P.O. Box 5194
Clinton, N.J. 08809

TOWNSHIP OF FRANKLIN, a municipal corporation,
202 Sidney Road
Pittstown, N.J. 08867

BOROUGH OF GLEN GARDNER, a municipal corporation,
P.O. Box 307
Glen Gardner, N.J. 08826

BOROUGH OF HIGH BRIDGE, a municipal corporation,
71 Main Street
High Bridge, N.J. 08829

TOWNSHIP OF LEBANON, a municipal corporation,
530 West Hill Road
Glen Gardner, NJ 08826

BOROUGH OF BLOOMSBURY, a municipal corporation,
91 Brunswick Avenue
Bloomsbury, NJ 08804

BOROUGH OF CALIFON, a municipal corporation,
P.O. Box 368

Califon, NJ 07830

BOROUGH OF HAMPTON, a municipal corporation,
P.O. Box 418
Hampton, NJ 08827

BOROUGH OF LEBANON, a municipal corporation,
6 High Street
Lebanon, NJ 08833

TOWNSHIP OF TEWKSBURY, a municipal corporation,
169 Old Turnpike Road
Califon, NJ 07830

TOWNSHIP OF UNION, a municipal corporation,
140 Perryville Road
Hampton, NJ 08827,

(hereinafter referred to as “**Member Towns**”)

WHEREAS, the Town of Clinton, the Townships of Franklin and Lebanon and the Boroughs of Glen Gardner and High Bridge are also hereinafter referred to as “**MCNH Towns**”, the towns currently constituting the active members of the Municipal Court of North Hunterdon; and,

WHEREAS, the Municipal Court of North Hunterdon, (hereinafter referred to as “**MCNH**”), will cease accepting new matters occurring after December 31, 2012 and will cease the active scheduling and adjudication of cases as of February 28, 2013; and,

WHEREAS, it is necessary to provide for the storage, security and servicing of MCNH case files and records and for the continuation of MCNH business, as required, after the cessation of scheduling and trial of active cases; and,

WHEREAS, the Custodian Town is in the position to store, service and administer the MCNH’s case files and records and to continue MCNH’s business, as required after February 28, 2013; and,

WHEREAS, the parties desire to establish in this Shared Services Agreement the administrative and financial terms by which the Custodian Town will assume the obligations of the MCNH after February 28, 2013; and,

WHEREAS, Union Township was a Member of the MCNH, commencing in June, 1953 and Union Township withdrew from said Court, by Ordinance adopted on final reading on August 6, 1958, and, therefore, Union Township is not financially responsible for the storage, security and administration of the case files and records of the MCNH from 1961 to the present. However, Union Township is agreeable to entering into this Shared Services Agreement as one of the former members of the MCNH for the sole purpose of ratifying the said Agreement herein and with no financial liability or obligation to Union Township; and,

WHEREAS, this Shared Services Agreement shall be governed by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.,

NOW, THEREFORE, the Custodian Town and the Member Towns agree as follows:

1. The MCNH will cease accepting new matters occurring after December 31, 2012.

2. The MCNH will cease the scheduling and adjudication of all matters after February 28, 2013. Between January 1, 2013 and February 28, 2013, the MCNH will continue, in the normal course, to process and adjudicate its existing caseload which was generated prior to January 1, 2013 at its current court facility located at 1370 Route 31 North, Annandale, New Jersey 08801.

3. The storage, security, servicing and administering of all MCNH case files and records and the continuation of all other MCHN business, except as otherwise provided herein, shall be addressed by this Shared Services Agreement with the Custodian Town assuming the responsibility for all MCHN case files, records and business.

4. As of March 1, 2013, the Custodian Town shall store, maintain, secure and administer all MCNH case files and records and, except as otherwise provided herein, duly attend to all MCNH business, as required to fulfill all MCNH obligations as a municipal court of New Jersey, as existing after February 28, 2013 and as per N.J.S.A. 2B:12-1 et seq., governing Municipal Courts. The Custodian Town shall provide those services as set forth in **Schedule "A"** attached.

5. Clinton Township Municipal Court will be responsible for ensuring that MCNH continues to operate as its own independent, joint municipal court with all the responsibilities as that of any other municipal court in Vicinage 13 of the State of New Jersey, except that its existing caseload will constitute its operational entirety. MCNH will have no jurisdiction to accept cases that occur on or after January 1, 2013 in the jurisdiction of MCNH Members.

6. Custodian Town will be responsible for:
- appropriately funding and staffing the MCNH;
 - storing, maintaining and having accessible the MCNH files;
 - ensuring that the Judge for the Clinton Township Court serves as the Judge for the MCNH;
 - ensuring that a Certified Municipal Court Administrator serve as the Court Administrator for the MCNH; and,
 - duties outlined in Schedule A herein.

7. The MCNH Towns and the Custodian Town shall, upon the execution of the agreement by all parties, apply to the New Jersey Superior Court, Vicinage 13 Assignment Judge for an Order, in accordance with N.J.S.A. 2B:12-1 and Court Rule 1:33-4 confirming that the Municipal Court of North Hunterdon will be operated by the Clinton Township Municipal Court with appropriate jurisdiction.

8. MCNH must remain in existence in perpetuity, or until it no longer has any non-adjudicated cases remaining, no requirement to maintain any court records and no activity on any remaining cases.

9. In full and complete satisfaction for all services and costs related to the Custodian Town's obligations under this Agreement:

(a) The Custodian Town shall be entitled to all municipality fines, penalties, fees and costs generated by the MCNH case files on and after March 1, 2013 and during the entire term of this Agreement; and,

(b) The Custodian Town shall receive the MCNH's video conferencing equipment.

Except as otherwise provided herein, the Member Towns shall have no further obligation for MCNH files, records and business.

10. Because of the necessity to carry on the official duties and obligations of the MCNH as of March 1, 2013, and thereafter, the term of this Agreement shall be in perpetuity or until further order of the Superior Court of New Jersey or such other Court or Agency with jurisdiction.

11. This Agreement is subject to the approval of the Assignment Judge.

12. The MCNH Towns shall be responsible to deliver MCNH's case files and records, in their current file cabinets and file boxes, to the Custodian Town's municipal building at 1225 Route 31 South, Suite 411, Lebanon, New Jersey. Upon delivery, the Custodian Town assumes the full responsibility for the case files and records to be administered by the Custodian Town as per this Agreement.

13. Uniform Shared Services and Consolidation Act. The governing bodies of the Custodian Town and the Member Towns are hereby authorized to enter into this agreement with each other embodying the provisions pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., in accordance with the terms of that Act.

14. Ordinance. The Custodian Town and Member Towns shall approve this Agreement in an Ordinance entitled: "An Ordinance Approving the Cessation of the Regular Municipal Court Case Functions of the North Hunterdon Municipal Court and Approving the Shared Services Agreement to Provide for the Storage, Security and Administration of the Municipal Court of North Hunterdon's Case Files and Records and the Continuation of Business as Required after Cessation of Regular Municipal Court Case Functions". The form of Ordinance is attached hereto as **Schedule "B"**. The Ordinance shall be passed, executed with a certified true copy delivered to all other Members and the MCNH before 12/31/12, or as soon thereafter as possible, but, in any event, not later than January 31, 2013.

15. The Custodian Town and each Member Town shall execute a separate signature page of this Agreement and the original of the signature pages shall be kept at the office of Lanza & Lanza, LLP and each Town shall be provided with a copy of the Agreement, with copies of the signatures of each of the Towns.

16. Entire Agreement. This agreement constitutes the entire understanding of the Custodian Town and the member Towns and supersedes any and all prior or contemporaneous representations and or agreements, whether written or oral, among the parties hereto and cannot be changed or modified unless in writing signed by all the parties.

17. The MCNH Towns shall file a copy of the fully executed Agreement with the Vicinage 13 Municipal Division, Somerset County Courthouse, 40 North Bridge Street/P.O. Box 3000, Somerville, New Jersey 08876, and with the Administrative Director of the Courts, Hughes Justice Complex, 25 West Market Street, P.O. Box 037, Trenton, New Jersey 08625 and with the Division of Local Government Services in the Department of Community Affairs, 101 South Broad Street, P.O. Box 800, Trenton, New Jersey 08625-0800.

18. The Custodian Town and the Member Towns shall cooperate fully in implementing this Agreement and shall execute any other documents, pass any resolutions and ordinances and take any actions required to achieve the purpose of this Agreement and fulfill its terms and conditions.

19. The Custodian Town and/or the Municipal Court of Clinton shall have no obligation to accept the transfer of employees who performed work for the MCNH, and the MCNH Towns shall indemnify, defend and hold harmless, including counsel fees and costs, the Custodian Town for all claims, actions, suits or judgments, of employees or former employees of the MCNH against the Custodian Town. The Custodian Town shall have no liability for any claims, actions, suits, or judgments of any other nature whatsoever against the MCNH arising out of any of the operations of the MCNH prior to March 1, 2013, and the MCNH Towns shall indemnify, defend and hold harmless, including counsel fees and costs, the Custodian Town for any such claims, actions, suits or judgments. The obligation of MCNH and the MCNH Towns to indemnify and defend the Custodian Town and/or its Municipal Court shall not apply to

any claim related to the delivery of files and records to the Custodian Town and any claim related to the Custodian Town and/or its Municipal Court's negligence, wrongful act or administration of MCNH cases and records.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the date and year first above written.

Attest:

TOWNSHIP OF CLINTON
"Custodian Town"

Donna J. Burham, Clerk

A. Kevin Cimei, Mayor

Attest:

TOWN OF CLINTON

Cecilia Covino, Clerk

Janice Kovach, Mayor

SCHEDULE "A"

Responsibilities to be performed by Clinton Township Municipal Court on behalf of the Municipal Court of North Hunterdon:

The following list is not exhaustive, but merely illustrative of the responsibilities to be performed by the Clinton Township Municipal Court on behalf of the Municipal Court of North Hunterdon.

- Notify - via memo and publication - law enforcement, members of the bar, public, Law Journal, Lawyers Diary, county directories, etc., that the Municipal Court of North Hunterdon is being operated by the Clinton Township Municipal Court as of March 1, 2013 – including address and phone number.
- Store and maintain court files and administrative records in locked filing cabinets or in a secure room that has access by court staff only.
- Schedule cases, manage case flow and adjudicate matters accordingly.
- Run, order and process all daily, weekly and monthly Page Center and Reports on Demand reports. This includes but is not limited to notices of delinquent time payments and proposed suspensions.
- Process other reports which include executed warrants, expungements, cases eligible for dismissal (parking) and cases on appeal reports.
- Request Failures to Appear, as appropriate.
- Request Driver License Suspensions, as appropriate.
- Issue warrants, appropriate.
- Accept payments in person, by mail, phone or web; this includes credit card payments.

- On a daily basis, balance out daily financial intake; print daily journal report & attach to bank deposit slips.
- Run and process cashbook and all related reports for financial account reconciliation on a monthly basis. This includes processing disbursements, overpayments, restitution, uncashed checks, and miscellaneous bank fees.
- On a monthly basis, balance and reconcile both general and bail accounts.
- Upon receipt of payment, notify defendant of new address for any future payments submitted.
- Backload pre-ATS/ACS tickets/complaints into ATS/ACS system when old case is re-opened.
- Process conditional discharge notices received from Probation Department.
- Process cases returned from Prosecutor's Office accordingly. Maintain all prior and recent reports and other court records in accordance with the retention schedule.
- Complete Judiciary records retention and destruction list accordingly.
- Follow expungement procedures accordingly.
- Perform any and all other duties and responsibilities as required to effectively and efficiently run a municipal court in Vicinage 13 of the State of New Jersey.

Due to the length of time since the inception of the Municipal Court of North Hunterdon, there are thousands of cases that will continue to need administration and/or adjudication. They include, but are not limited to: active cases in inventory that must be scheduled and adjudicated; adjudicated cases in time payment status; closed, but non-adjudicated, cases where the court has issued a warrant for the defendant's arrest; closed, but non-adjudicated, cases where the court has requested that the defendant's driver license be suspended by the Motor Vehicle Commission; fully adjudicated cases awaiting the lapse of a certain time period and Judiciary authorization for destruction or appropriate records retention; cases pending conditional discharge; cases pending Pre-Sentence Investigations; cases pending Probation review; cases sent to mediation that were neither settled nor adjudicated; and all other cases that need processing and were generated in the jurisdictions of the Municipal Court of North Hunterdon prior to January 1, 2013.

SCHEDULE "B"

DRAFT
ORDINANCE NO. _____

AN ORDINANCE APPROVING THE CESSATION OF THE REGULAR MUNICIPAL COURT CASE FUNCTIONS OF THE NORTH HUNTERDON MUNICIPAL COURT AND APPROVING THE SHARED SERVICES AGREEMENT TO PROVIDE FOR THE STORAGE, SECURITY AND ADMINISTRATION OF THE MUNICIPAL COURT OF NORTH HUNTERDON'S CASE FILES AND RECORDS AND THE CONTINUATION OF BUSINESS AS REQUIRED AFTER CESSATION OF REGULAR MUNICIPAL COURT CASE FUNCTIONS

WHEREAS, the Municipal Court of North Hunterdon, 1322 Route 31 North, Suite 23, Annandale, New Jersey 08801, (hereinafter referred to as "**MCNH**"), will cease accepting new matters

occurring after December 31, 2012 and will cease the active scheduling and trial of cases as of February 28, 2013; and,

WHEREAS, it is necessary to provide for the storage, security, servicing and administering of MCNH case files and records and for the continuation of MCNH business, as required, after the cessation of scheduling and adjudication of active cases; and,

WHEREAS, the Township of Clinton, (hereinafter referred to as “**Custodian Town**”), is in the position to store, service and administer the MCNH’s case files and records and to continue MCNH’s business, as required as of March 1, 2013 and as set forth in Appendix “A”, attached; and,

WHEREAS, the Town of Clinton, Townships of Franklin, Lebanon, Tewksbury and Union, and the Boroughs of Glen Gardner, High Bridge, Bloomsbury, Califon Hampton and Lebanon, desire to establish a Shared Services Agreement for the administrative and financial terms by which the Custodian Town will assume the obligations of the MCNH as of March 1, 2013; and,

WHEREAS, the Shared Services Agreement shall be governed by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.,

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED by the Mayor and Governing Body of **FILL IN NAME OF MUNICIPALITY**, County of Hunterdon, as follows:

1. The MCNH will cease accepting new matters occurring after December 31, 2012.
2. The MCNH will cease the scheduling and adjudication of all matters after February 28, 2013. Between January 1, 2013 and February 28, 2013, the MCNH will continue to process and adjudicate its existing caseload which was generated prior to January 1, 2013, at its current court facility located at 1322 Route 31 North, Suite 23, Annandale, New Jersey 08801.
3. The storage, security, servicing and administering of all MCNH case files and records and the continuation of all other MCHN business shall be addressed pursuant to a Shared Services Agreement with the Township of Clinton, Hunterdon County, New Jersey, assuming the responsibility for all MCHN case files, records and business.
4. Subject to the approval and by Order of the New Jersey Superior Court, Vicinage 13 Assignment Judge, as of March 1, 2013, the MCNH will be located at and administered by the Clinton Township Municipal Court.
5. The Shared Services Agreement provides for the storage, security and administration of the Municipal Court of North Hunterdon’s case files and records and the continuation of business, as required after cessation of actual municipal court functions is hereby approved.
6. The Mayor and Municipal Clerk are hereby authorized to execute the agreement on behalf of the (**Borough/Town/Township**) and to execute any further documents and to take any further action to accomplish the purpose of the Agreement.
7. The Municipal Clerk shall forward two executed copies of the Agreement and a certified true copy of this Ordinance to John R. Lanza, Esquire, 5 Main Street, P.O. Box 2520, Flemington, New Jersey 08822.
8. The Municipal Clerk shall maintain a true copy of the fully executed agreement with the records of her office, for inspection, during normal business hours.
9. The Ordinance shall be effective immediately to meet the MCNH’s timetable for the orderly transfer of its files, records and business.

Vote all ayes
Motion carried

A notice of this Ordinance will be published in the Courier News on December 14, 2012. A second reading and public hearing will be held December 27, 2012.

CORRESPONDENCE

1. Kevin Richardson, Hunterdon County Open Space, sent a letter that he will be leaving the Department at the end of December. The Town of Clinton did not have any funds to bank this year. Funds were taken and used for the completion of the Gebhardt Field Grandstand and painting.
2. Resident Kathleen Morriello, 92 Leigh Street, sent a letter disputing bills from Engineer Robert J. Clerico, for an application filed with the Board of Adjustment. Mr. Cushing explained the statute and procedure for applicants contesting charges against the escrow would be to go to the Construction Board of Appeals. However, an attempt to mitigate the request would be to designate a municipal employee to review the bills, a possible compromise and an attempt to resolve the dispute. Mr. Smith made a motion that Mr. Richard Phelan, Public Works and Business Administrator, be appointed as our designee to try to mitigate this request and contention with the Town by the next meeting December 27, 2012. The motion was seconded by Mr. Carberry.

Vote all ayes
Motion carried

3. Request received from Voorhees High School asking if the Good Kid Award will be awarded to a student again this year? Council discussed and decided that the award be granted as in the past to Voorhees and North Hunterdon as tradition has it. A gift of \$250.00 to a Clinton student at both schools as well as \$100 to a Clinton Public School student. A motion was made by Mr. Pendergast, seconded by Mr. Smith to continue with the awards.

Vote all ayes
Motion carried

REPORTS FROM COUNCIL & TOWN OFFICIALS

Police Chief Matheis

Chief Matheis reported on the Annual Christmas parade, smaller crowd due to the weather but all went very well.

Richard Phelan, PW/Business Administrator

1. Mr. Phelan and Chief Matheis met with a representative from FEMA and will be compiling a list of documents for reimbursement. FEMA representative will be returning for a visit to obtain the list.
2. Auction will close tomorrow morning, December 12, 2012, a few items remaining. Will ask Council for direction at the next meeting if items are not sold.
3. The repaired chipper is due back in Town shortly, in the meantime, Hampton Borough has loaned the Town one of theirs.

Councilman Smith

1. Water Department – maintenance bond release for the Downtown Water Main will be on the next meeting agenda. The 2.5 water tank rehabilitation project is in its final phases.

Various municipalities, private businesses and establishments that the Town of Clinton Water Department serves have been notified that they have not been charged correctly for fire hydrants. Following a review of our inventory of hydrants, discrepancies were found. Letters were sent to the property owners and starting January they will be charged accordingly.

2. Rescue Squad reported 213 calls last month, up from 180 last year at this time. The Squad is expecting delivery of their new rig by the end of March, 2013. They saved 35% by putting money up front.

Councilwoman Insel

1. Councilwoman Insel asked Council to look closely at summons issued for violations to be sure the fines are adequate.

Councilman Pendergast

1. Sewer Committee – next meeting scheduled for Wednesday, December 19, 2012 following the Water Committee meeting. The tour of the treatment plant will be in January, date to be determined.

Councilman Duffy

1. Clinton Fire Department will be touring the Town with Santa! Watch for him!
An application for Jr. fireman has been received for Timothy Woody, 5 Fairview Avenue.
A motion was made by Mr. Duffy, seconded by Mr. Pendergast to accept the application for membership.

Vote all ayes
Motion carried

APPROVAL OF STANDBY AND OVERTIME

A motion was made by Mr. Smith, seconded by Mrs. Insel to approve the standby and overtime pay attached to these minutes for November 23 through December 6, 2012.

ROLL CALL: Ayes: Carberry, Duffy, Insel, Pendergast, Smith, Mayor Kovach

Vote all ayes
Motion carried

PAYMENT OF BILLS

A motion was made by Mrs. Insel seconded by Mr. Pendergast to approve the voucher list attached to these minutes.

ROLL CALL: Ayes: Carberry, Duffy, Insel, Pendergast, Smith, Mayor Kovach

Vote all ayes
Motion carried

ADJOURNMENT: There being no further business, a motion was made by Mr. Pendergast seconded by Mrs. Insel to adjourn the meeting at 8:30 p.m.

Vote all ayes
Motion carried

Cecilia Covino, RMC/CMC
Town Clerk

Mayor Janice Kovach