

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

Flag Salute.

Roll Call: Present – Carberry, Pendergast, Rylak, Smith, Sosidka, 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 Ms. Sosidka to approve the minutes of August 12, 2014 as submitted.

Vote all ayes
Motion carried

APPROVAL OF EXECUTIVE SESSION MINUTES

A motion was made by Mr. Carberry seconded by Mr. Smith to approve the Executive Session minutes of August 12, 2014 as submitted.

Vote all ayes
Motion carried

APPROVAL OF MONTHLY REPORTS – JULY

A motion was made by Mr. Carberry seconded by Mr. Pendergast to accept the monthly reports for the month July as submitted: Treasurer’s Report and Budget Report

Vote all ayes
Motion carried

PUBLIC COMMENT – None

MAYOR’S COMMENTS – None

RESOLUTION #112-14 – CANCELLATION OF LIEN – Stephenson

A motion was made by Mr. Pendergast, seconded by Mr. Carberry, to adopt Resolution #112-14 as submitted:

RESOLUTION # 112-14

WHEREAS, the Tax Collector of the Town of Clinton has been paid \$1,284.69, the amount necessary to redeem Tax Sale Certificate #2013-4 on Block 31.01, Lot 7.01, Qualifier C2508, assessed to Barbara Stephenson, and purchased by FWDSL & Associates LP.

NOW THEREFORE BE IT RESOLVED, on this 26th day of August 2014 by the Mayor and Council of the Town of Clinton, County of Hunterdon, that the Chief Financial

3909

Officer be authorized to issue a check in the amount of \$569.81 (certificate) & \$1,300.00 (premium) to FWDSL & Associates LP, 5 Cold Hill Road South, Suite 11, Mendham, NJ 07945, 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 #2013-4 on Block 31.01, Lot 7.01, Qualifier C2508, assessed to Barbara Stephenson, from the Town of Clinton Tax Records.

ROLL CALL: Ayes: Carberry, Pendergast, Rylak, Smith, Sosidka, Mayor Kovach

Vote all ayes
Motion carried

RESOLUTION #113-14 – REFUND OF OVERPAYMENT OF TAXES – Snyder

A motion was made by Mr. Carberry, seconded by Mr. Pendergast, to adopt Resolution #113-14 as submitted:

RESOLUTION #113-14

WHEREAS, the Tax Collector of the Town of Clinton has received a double payment for following block and lot due to refinance/closing,

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Clinton that the Chief Financial Officer be authorized to refund the overpayment to the following account:

<u>BLOCK</u>	<u>LOT</u>	<u>OWNER</u>	<u>AMOUNT</u>
31	7 C1202	Jeffrey & Laura Snyder	\$2,199.62

BE IT FURTHER RESOLVED that the Tax Collector remove the overpayment on the above block and lot for the 3rd quarter of 2014.

ROLL CALL: Ayes: Carberry, Pendergast, Rylak, Smith, Sosidka, Mayor Kovach

Vote all ayes
Motion carried

RESOLUTION #114-14 – TEMPORARY CONSTRUCTION EASEMENT FOR WATER MAIN

A motion was made by Mr. Smith, seconded by Mr. Carberry, to adopt Resolution #114-14 as submitted:

RESOLUTION #114-14

**TEMPORARY CONSTRUCTION EASEMENT
FOR CONSTRUCTION AND MAINTENANCE
OF WATER MAIN
(Lot 33 in Block 14)**

THIS EASEMENT is made on the 6th day of August, 2014, between:

3910

NEW JERSEY AMERICAN WATER COMPANY, INC. (successor by merger to Elizabethtown Water Company), having an address at 1025 Laurel Oak Road, Voorhees, New Jersey 08043, hereinafter referred to as the “Grantor:”

AND

THE TOWN OF CLINTON, County of Hunterdon, a municipal corporation of the State of New Jersey, having its principal offices at 43 Leigh Street, Clinton, New Jersey 08809, hereinafter referred to as the “Grantee.”

W I T N E S S E T H:

WHEREAS, Grantor is the fee simple title owner of that certain tract of land lying and being in the Town of Clinton, County of Hunterdon and State of New Jersey, which tract of land is identified as Lot 33 in Block 14 on the Tax Map of the Town of Clinton (“Property”); and

WHEREAS, the portion of the Property which is subject to this Easement is more particularly described by metes and bounds description delineating an area of approximately 2,979 square feet, prepared by Frederick B. Loede, Jr., License No. 24GS03585400, which description is attached hereto as Schedule “A” and made a part hereof; and as shown on the plans titled “TOWN OF CLINTON HALSTEAD STREET WATER MAIN REPLACEMENT” which were prepared by Suburban Consulting Engineers, Inc. dated February 10, 2014 (the “Plan”), an excerpt of which Plan is attached hereto as Schedule “B” and made a part hereof, (hereinafter the portion of the Property subject to the terms and restrictions herein is referred to as the “Easement Area”);

WHEREAS, Grantee desires to obtain a temporary construction easement on a portion of said Property for the purposes of access and maintenance activities in for construction of a water main to benefit the Town of Clinton; and

WHEREAS, Grantors desire to grant and confirm to Grantee such an easement.

NOW, THEREFORE, the Grantor, in consideration of the sum of Two Thousand Nine Hundred and Seventy-Nine Dollars (\$2,979.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its

successors and assigns, a temporary construction easement for the purposes of constructing and maintaining the Town of Clinton Halstead Street Water Main (the "Water Main") and any other related municipal purpose, subject to the Indenture of Mortgage to US Bank, recorded on March 25, 2014 in the Hunterdon County Clerk's Office in Book 3821 at Page 778 as follows:

1. A temporary right of the Grantee, its successors and assigns, to go on said temporary Easement Area with necessary labor, equipment, vehicles and material at any and all times for the purposes of facilitating the construction of the aforesaid Water Main and for doing anything necessary, useful or convenient for the use of the easement herein granted.
2. Said temporary easement shall include the right to conduct construction and maintenance activities in conformance with the plans attached hereto and made a part hereof as Schedule "B," the right to grade, fill, topsoil and seed for the purposes of stabilizing the soil, preventing erosion, and restoring the Grantor's property to its condition that existed prior to the Grantee's entry, provided however, that there shall be no permanent disturbance of the grade of the property and nothing shall be permanently placed upon or added to the property other than clean fill (to be covered by topsoil), topsoil and seed, specifically, but not by way of limitation, the Grantee shall not permanently place rip-rap or any other similar type of material on the property.

TO HAVE AND TO HOLD the above granted temporary easement unto the said Grantee, its successors and assigns, during the project providing for the construction and maintenance of the Water Main. The temporary easement granted herein shall terminate upon completion of the aforesaid project.

And the Grantor does hereby covenant with the said Grantee as follows:

1. That the Grantor is lawfully seized of the land upon which said temporary easement is granted, and has good and marketable title to such real estate, and the Grantor therefore has good and lawful right to convey the temporary easement reference herein.

3912

2. That the Grantee shall quietly enjoy its rights in and to the said easement without disturbance and interference by the Grantor.
3. That the Grantor herein reserves the right to cross the easement herein described for ingress and egress to and from the remainder of the Grantor's property.
4. That the Grantor does hereby expressly permit entry by the Grantee for any purpose hereof upon said easement without furnishing notice of said entry to Grantor.
5. That, notwithstanding the language of Paragraph 4 above, the Grantee agrees that it shall cause minimal intrusion to the Grantor in the Grantor's enjoyment of the use of the remainder of the subject property. The Grantor also agrees that if any disturbance or damage is caused to the subject property as a result of the Grantee's exercise of the rights and privileges afforded to it under this instrument, the Grantee shall restore the affected area as near as practicable to its original condition.
6. That the Grantor agrees, acknowledges and affirms that the temporary easement hereunder granted shall be binding upon his heirs, successors and assigns.

PROMISES BY GRANTOR. The Grantor promises that the Grantor has done no act to encumber the property, with the exception of an Indenture of Mortgage to US Bank, recorded on March 25, 2014 in the Hunterdon County Clerk's Office in Book 3821 at Page 778. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor), other than the Indenture of Mortgage to US Bank referenced above.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused this document to be signed by their proper corporate officers and their corporate seal to be set hereto.

Vote all ayes

Motion carried

RESOLUTION #115-14 – PERMANENT EASEMENT FOR MAINTENANCE OF WATER MAIN

A motion was made by Mr. Smith seconded by Mr. Pendergast, to adopt Resolution #115-14 as submitted:

RESOLUTION #115-14
PERMANENT EASEMENT
FOR MAINTENANCE OF WATER MAIN
(Lot 33 in Block 14)

THIS EASEMENT is made on the 6TH day of August, 2014, between:

NEW JERSEY AMERICAN WATER COMPANY, INC. (successor by merger to Elizabethtown Water Company), having an address at 1025 Laurel Oak Road, Voorhees, New Jersey 08043, hereinafter referred to as the “Grantor:”

AND

THE TOWN OF CLINTON, County of Hunterdon, a municipal corporation of the State of New Jersey, having its principal offices at 43 Leigh Street, Clinton, New Jersey 08809, hereinafter referred to as the “Grantee.”

W I T N E S S E T H:

WHEREAS, Grantor is the fee simple title owner of that certain tract of land lying and being in the Town of Clinton, County of Hunterdon and State of New Jersey, which tract of land is identified as Lot 33 in Block 14 on the Tax Map of the Town of Clinton (“Property”); and

WHEREAS, the portion of the Property which is subject to this Easement is more particularly described by metes and bounds description delineating an area of approximately 1,533± square feet, prepared by Frederick B. Loede, Jr., License No. 24GS03585400, which description is attached hereto as Schedule “A” and made a part hereof; and as shown on the plans titled “TOWN OF CLINTON HALSTEAD STREET WATER MAIN REPLACEMENT” which were prepared by Suburban Consulting Engineers, Inc. dated February 10, 2014 (the “Plan”), an excerpt of which Plan is attached hereto as Schedule “B” and made a part hereof, (hereinafter the portion of the Property subject to the terms and restrictions herein is referred to as the “Easement Area”);

WHEREAS, Grantee desires to obtain a permanent easement on a portion of said Property for the purposes of access and maintenance activities related to a water main benefitting the Town of Clinton; and

WHEREAS, Grantor desires to grant and confirm to Grantee such an easement.

NOW, THEREFORE, the Grantor, in consideration of the sum of One Thousand Nine Hundred Thirty One Dollars and Fifty-Eight Cents (\$1,931.58) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns, a permanent easement for the purposes of maintaining the Town of Clinton Halstead Street Water Main (the "Water Main"), including any appurtenances thereto, subject to the Indenture of Mortgage to US Bank, recorded on March 25, 2014 in the Hunterdon County Clerk's Office in Book 3821 at Page 778, as follows:

1. A continuous and perpetual right-of-way and easement is hereby established through, over, upon, under, in, across and along the Easement Area for: a portion of the Water Main, and all necessary surface and subsurface appurtenances.
2. Grantee is given the perpetual right but not the obligation, to construct, reconstruct, operate, maintain, inspect, and repair the Water Main, as well as the perpetual right to do within the Easement Area all that may be necessary for the reconstruction, replacement, extension, improvement, betterment, maintenance, inspection, operation and use of the Water Main, and the perpetual right to use the Easement Area for the purposes aforesaid.
3. Grantee shall have a continuous and perpetual right to use the Easement Area for the purposes aforesaid and remove all buildings and structures of whatsoever kind or character now or hereafter found on or within the Easement Area. Subject to the terms of this Easement, the Grantee shall have all other rights and benefits which are necessary for the full enjoyment and use of the rights herein granted, including, without limitation, the right, but not the

obligation, to clear the Easement Area of trees, tree roots, brush, shrubs, vegetation, and overhanging limbs which have grown or encroached thereon and interfere with Grantee's ability to operate, maintain, repair or replace the Water Main.

4. Grantee, its agents, representatives, employees or any person or entity designated by it, shall also have the right, but not the duty, of entry and re-entry in and upon the Easement Area for the purpose of installing, constructing, maintaining, repairing and replacing the Water Main and related improvements as may be required by the Town of Clinton, County of Hunterdon, State of New Jersey or any agency or authority thereof.

5. Grantee shall further have a continuous and perpetual right of free and unobstructed access to, and use and possession of, the Easement Area with all manner of men, machinery, supplies, materials and equipment for the accomplishment of any and all of the foregoing purposes and any other activity required to accomplish the aforesaid purposes within the Easement Area. The Grantee, and its successors and assigns, agrees to use its best efforts to perform all work requiring its use, access and possession of the Easement Area in a workmanlike manner with a minimum of inconvenience to Grantor, and to complete such work expeditiously.

6. The Grantee shall reasonably restore the Easement Area, to the extent practical, to the same condition as existed immediately prior to its entry for access, construction, operation, maintenance, repair or replacement of the Water Main, ordinary wear and tear excepted; provided, however, that Grantee shall have no liability for damages or obligation to replant, replace, reconstruct or restore any trees, tree limbs, shrubs, brush, vegetation, landscaping, pavement or curbing which are removed or damaged during the exercise of any of the rights herein granted or conferred upon the Grantee.

7. Grantee shall have the right, but not the duty, to enter upon the Easement Area with vehicles and equipment, at any time and without prior notice to the Grantor, for the purpose of ascertaining compliance with the terms of this Easement, and in order to exercise its rights with respect to this Easement. Grantee will replace or restore the grade of any property disturbed by Grantee in connection with the exercise of its rights pursuant hereto. Upon completion of any work by Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the Easement Area.

8. The Grantee has the obligation to maintain the Water Main and any other components of the Water Main within the Easement Area. It is expressly acknowledged hereby that the Grantee does not now and will not in the future have any obligation whatsoever to maintain any grass, landscaping or other improvements or remove snow in and about the Easement Area. Grantor hereby agrees not to interfere with the maintenance of the Easement Area or function of the Water Main. All maintenance obligations of either party not specifically mentioned herein shall remain unchanged. It is specifically intended that this Easement shall run with the land and be binding upon all successors and assigns of the Grantor herein.

The following restrictions shall bind and restrict the Easement Area in perpetuity:.

1. Other than the structures, improvements and activities shown on the Plan to be located within the Easement Area (the "Improvements"), no activities by any person shall be permitted within the Easement Area which might be detrimental to wetland areas, drainage, flood control, springs, water conservation, water quantity or quality protection, erosion control, soil conservation or vegetation protection, and no other act detrimental to the use of the Easement Area for drainage shall be permitted. Grantor shall not make any changes within the Easement Area that will affect existing drainage and flood control without the prior written

consent of the Grantee, except as necessary to construct, maintain or repair the Water Main, it being the intent to control and manage drainage on the Property in conjunction with the Improvements.

2. No topsoil, sand, gravel, loam, rock, minerals or other materials shall be excavated within or removed from the Easement Area, nor shall any fill be deposited unless the prior written consent of the Grantee is secured, except as necessary for construction, maintenance and repair of the Improvements and the Waster Main.

3. The Grantor shall not excavate, fill, grade, construct or make any alterations or plantings within the Easement Area which shall interfere with the Water Main or the natural flow or free passage of any watercourse without the prior written consent of the Grantee.

4. The Grantor shall neither deposit nor allow to be deposited, any trash, waste, debris, hazardous or any other materials within the Easement Area and shall not use the Easement Area for the storage of materials whatsoever.

5. No solid or liquid materials which might pollute or otherwise adversely affect the flow or quality of the water in any watercourse within or near the Easement Area shall be kept or stored by any person within the Easement Area or placed in or discharged into any watercourse traversing or protected by the Easement Area.

6. Other than the Improvements and the Water Main, no advertising signs, buildings or structures of any description shall be located or erected within the Easement Area, unless application therefore, with plans and specifications, have been filed with and approved by the Grantee and the appropriate agency; however, improvements and structures existing on the date of this Agreement may be maintained and repaired unless shown and designated as "to be removed" on the Plan.

7. No roadways or other rights of way or parking of motor vehicles or equipment shall be allowed within the Easement Area, except as shown on the Plan and as may be used in connection with construction, maintenance and use of the Water Main, and as specifically permitted for Grantor and Grantee to exercise their rights with regards to perfecting drainage or ascertaining compliance.

7. This Easement grant and all provisions herein are subordinate to the right of the Grantors, expressly reserved, to construct, maintain and repair, and to clear, grade, excavate and fill in order to construct the Water Main; provided, however, that the Grantors, and their successors and assigns, shall not disturb, displace, or interfere with the operation of, the Water Main and any related Improvements.

8. It is understood and agreed that this Easement confers upon the Grantee no rights of title to the Easement Area, and nothing herein shall be construed to permit public access to or use of the Easement Area by reason of this Easement, nor require the Grantee to maintain the Easement Area. Nothing herein shall be construed to limit the Grantor's right of access to and use of the Easement Area except as herein provided.

9. Grantors may convey, mortgage, lease or otherwise transfer title or interest in the lands subject to this Easement provided, however, that the covenants and conditions herein remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this Easement and its terms and conditions shall become a part of the chain of title and shall run with the land.

10. Wherever in this Easement any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and

conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

11. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

12. The Grantors covenant that they are lawfully seized of the Property and Easement Area and that it has the right to convey the same.

13. This Easement shall be subject to and read in conjunction with any other easements existing on the Property as shown on the Plans.

14. This Easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

15. The provisions of this Easement may not be amended, modified or terminated without the express written consent of the Grantee, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing, signed by the appropriate officials of the Grantee and recorded with the appropriate county recording officer.

PROMISES BY GRANTOR. The Grantor promises that the Grantor has done no act to encumber the property, with the exception of an Indenture of Mortgage to US Bank, recorded on March 25, 2014 in the Hunterdon County Clerk's Office in Book 3821 at Page 778. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor), with the exception of the Indenture of Mortgage to US Bank referenced above.

3920

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused this document to be signed by their proper corporate officers and their corporate seal to be set hereto.

Vote all ayes

Motion carried

RESOLUTION #116-14 – HIRING OF DAVID MESS TO SEWER LABORER

A motion was made by Mr. Pendergast, seconded by Ms. Sosidka, to hire David Mess as stated in the following resolution:

RESOLUTION # 116-14

WHEREAS, the Town of Clinton Sewer Utility requires the hiring of a new laborer, and:

WHEREAS, the Public Works/Business Administrator and the Sewer Committee recommend that the following person be hired to fill the open position at an annual salary of \$33,280;

DAVID MESS

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Town of Clinton hire David Mess to fill the open position at the Town of Clinton Sewer Utility effective September 2, 2014.

ROLL CALL: Ayes: Carberry, Pendergast, Rylak, Smith, Sosidka, Mayor Kovach

Vote all ayes

Motion carried

BLOCK PARTY – PINE RIDGE HOMEOWNER’S ASSOCIATION

A motion was made by Mr. Pendergast, seconded by Ms. Sosidka, to approve the request to close the road for a block party to be held by the Pine Ridge Homeowner’s Association on Sunday, September 14, 2014 on Fairview Avenue between Harrison Street and Georges Place from 2pm till dusk.

Vote all ayes

Motion carried

CORRESPONDENCE

1. A letter received from Crossing Guard requesting a leave of absence in accordance with the Family Leave Act. A motion was made by Ms. Sosidka, seconded by Mr. Carberry to grant to request to Victoria Flegg.

Vote all ayes
Motion carried

2. A letter received from Mary Lou Carhart, resident and merchant of Main Street, requesting attention be given to Main Street and the increase in the amount of trash scattered on Main Street. A letter has been sent to all businesses in Town requesting them to be aware of the situation and make provisions to handle it. A large trash can has been placed recently on Main Street to handle the overflow but it does not seem to be enough. Ms. Sosidka suggested another trash can be placed on Main. Council will await a response from the merchants before addressing the issue again.

FACEBOOK AND TWITTER DISCUSSION

Councilwoman Sosidka will make a presentation of the Facebook and Twitter pages at the next council meeting. Council members continue to review the policy prepared by Attorney Cushing regarding social media. Ms. Sosidka is seeking direction of the social media sights. New photos of Clinton in the 1900's have been posted to the sight, encouraging folks to send in their photos!

REPORTS FROM COUNCIL & TOWN OFFICIALS

Councilwoman Sosidka

1. Ms. Sosidka reported to Council that she had been approached from a resident voicing concerns of the crosswalk from the Clinton House to the parking lot across the street behind the gas station. The dimly lit West Main Street is dangerous to cross after dining, the resident even offered to put out a
2. basket with flash lights to protect people when crossing the intersection. Ms. Sosidka requested that the issue be addressed. Mr. Phelan reported to JCP&L that a street light was out and he will be asked to follow up with JCP&L.

Councilman Pendergast

1. Fire Department – Hunterdon County will be using a new radio system. The cost to the Clinton Fire Department was \$17,000 however, knowing that it was coming down the pike, the fire department budgeted and saved the necessary funds and purchased their new radios. Clinton Fire Department is the leading fire company in the County.

Mr. Pendergast questioned as to a schedule for repaving the bottom of Union Road. Mr. Phelan has been working with the contractor and will advise when repaving will be scheduled.

Councilman Rylak

Mr. Rylak questioned if the Police get regular physicals and eye exams. He will discuss this with the Chief of Police.

STANDBY AND OVERTIME

A motion was made by Mr. Pendergast, seconded by Ms. Sosidka to approve the standby and overtime submitted for August 1 through August 14, 2014 attached to these minutes.

ROLL CALL: Ayes: Carberry, Pendergast, Rylak, Smith, Sosidka, Mayor Kovach

Vote all ayes
Motion carried

PAYMENT OF BILLS

A motion was made by Mr. Carberry, seconded by Mr. Smith to approve the voucher list attached to these minutes.

ROLL CALL: Ayes: Carberry, Pendergast, Rylak, Smith, Sosidka, Mayor Kovach

Vote all ayes
Motion carried

ADJOURNMENT: There being no further business, a motion was made by Mr. Carberry seconded by Mr. Rylak to adjourn the meeting at 7:50 p.m.

Cecilia Covino, RMC/CMC
Town Clerk

Mayor Janice Kovach