

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

Flag Salute.

Roll Call: Present – Carberry, Dineen, Pendergast, Rylak, Smith, Mayor Kovach
Absent – Sosidka

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.”

**COUNCIL MEETING AND EXECUTIVE SESSION MINUTES OF NOVEMBER 27, 2017
TABLED**

APPROVAL OF MONTHLY REPORTS – NOVEMBER

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

Administrator’s 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, Zoning Officer Report.

Vote all ayes
Motion carried

MAYOR’S COMMENTS

Mayor Kovach called the North Hunterdon Girls Cross Country Team to the forefront to be presented with a proclamation of their outstanding achievements this year! Accompanied by their proud coaches, a round of applause filled the room!

Following the girls team, Mayor Kovach called the North Hunterdon Lions Football Team up to be presented with a proclamation for their outstanding achievements this years as well! Applause and picture taking once again! CONGRATULATIONS TO BOTH TEAMS!

Gene De Cleene, 1 Central Avenue, attended this evening’s meeting to support the North Hunterdon students. Following the presentation, Mr. De Cleene gave a cheer and announced that he was a student of the first graduating class of North Hunterdon and the FIRST QUARTERBACK! North quarterback, Matt Busher, approached Mr. De Cleene and shook hands as he introduced himself. A great moment!

PUBLIC COMMENT

Brian Glynn, neighboring resident, has expressed an interest in helping to clean up the water along the front of the Art Museum. Mr. Glynn was asked to attend the Buildings and Grounds meeting in January, which will be held January 8, 2018. Mr. Glynn is willing to work with the environmental commission to remove old pieces of concrete, black top and debris from along the South Branch.

RESOLUTION #138-17 – REFUND OF ESCROW

A motion was made by Mr. Carberry, seconded by Mr. Rylak to adopt Resolution #138-17 as submitted:

RESOLUTION #138-17

WHEREAS, on September 6, 2016, Sage Development II, LLC provided a Performance Guarantee to be deposited in a Town of Clinton escrow account in the amount of \$16,500.00, for work associated with 12-14 Leigh Street,

WHEREAS, there are no outstanding bills from the Town's Professionals to be paid from this account, and the Town's Engineer has advised we can refund the Escrow Funds,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Clinton, to authorize the Chief Financial Officer to issue a check to Sage Development II, LLC in the amount of \$16,500.00 to close the current escrow account.

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

Vote all ayes
Motion carried

RESOLUTION #139-17 – CANCEL LIEN

A motion was made by Mr. Carberry, seconded by Mr. Rylak, to adopt Resolution #139-17 as submitted:

RESOLUTION # 139-17

WHEREAS, the Tax Collector of the Town of Clinton has been paid \$44.24, the amount necessary to redeem Tax Sale Certificate #2017-1 on Block 29.01, Lot 17, assessed to Marilyn Mroz, and purchased by Henry Hansch, Jr..

NOW THEREFORE BE IT RESOLVED, on this 12th day of December 2017 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 \$44.24 and \$300.00 Premium, to Henry Hansch, Jr., 504 Chandler Lane, Whippany, NJ 07981 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 #2017-1 on Block 29.01, Lot 17, assessed to Marilyn Mroz, from the Town of Clinton Tax Records.

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

Vote all ayes
Motion carried

RESOLUTION #140-17 – REFUND OF OVERPAYMENT

A motion was made by Mr. Carberry, seconded by Ms. Dineen, to adopt Resolution #140-17 as submitted:

RESOLUTION # 140-17

WHEREAS, the Tax Collector of the Town of Clinton has received an overpayment for Redemption of Tax Sale Certificate #2017-1,

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 Marilyn Mroz of 172 Leigh Street, Clinton, NJ for the above Certificate in the amount of \$40.00.

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

Vote all ayes
Motion carried

RESOLUTION #141-17 – CANCEL LIEN

A motion was made by Mr. Carberry, seconded by Mr. Rylak, to adopt Resolution #141-17 as submitted:

RESOLUTION # 141-17

WHEREAS, the Tax Collector of the Town of Clinton has been paid \$4,558.98, the amount necessary to redeem Tax Sale Certificate #2014-6 on Block 29.01, Lot 25, assessed to Michael Cuthill, and purchased by Pro Capital 5, LLC.

NOW THEREFORE BE IT RESOLVED, on this 12TH day of December 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 \$4,558.98 and Premium check in the amount of \$500.00 to Pro Capital 5, LLC, US Bank Cust for PC5, 50 South 16th Street, Suite 2050, 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 #2014-6 on Block 29.01, Lot 25, assessed Michael Cuthill, from the Town of Clinton Tax Records.

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

Vote all ayes
Motion carried

RESOLUTION #142-17 – CHANGE ORDER NO. 1

A motion was made by Mr. Carberry, seconded by Mr. Smith, to adopt Resolution #142-17 as submitted:

RESOLUTION #142-17

CHANGE ORDER NO. 1

WHEREAS, the need has arisen for a change order to the Well #4 Improvements and,

WHEREAS, according to the Water Engineer, there were several items that needed to be addressed in relation to the building for the generator door, sheetrock, pressure reducing valve, and power supply for the chlorine analyzers and,

WHEREAS, there was an increase of \$19,640.19 that has already been approved by the NJEIFP,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Clinton that Change Order Number one for the Well #4 improvements be approved.

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

Vote all ayes
Motion carried

RESOLUTION #143-17 – TRANSFER OF FUNDS

A motion was made by Mr. Smith, seconded by Mr. Carberry, to adopt Resolution #143-17 as submitted:

RESOLUTION – #143-17

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 2017, 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 2017 appropriations be authorized pursuant to N.J.S.A. 40A:4-58:

	<u>From</u>	<u>To</u>
Gasoline		
Other Expenses	\$ 4,000.00	
Shade Tree		
Other Expenses		\$ 4,000.00
	_____	_____
TOTALS	\$ 4,000.00	\$ 4,000.00
<u>Water Utility</u>		
Capital Outlay	\$ 10,000.00	
NJEIT Fund Loan Principal	1,766.00	
NJEIT Fund Loan Interest	6,573.00	
Other Expenses		\$ 18,339.00
	_____	_____
TOTALS	\$ 18,339.00	\$ 18,339.00
<u>Sewer Utility</u>		
Salary & Wages	\$ 20,000.00	
NJEIT Fund Loan Interest	1,453.00	
Other Expenses		\$ 21,453.00
	_____	_____
TOTALS	\$ 21,453.00	\$ 21,453.00

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

Vote all ayes
Motion carried

RESOLUTION #144-17 – MUNICIPAL ALLIANCE

A motion was made by Mr. Carberry, seconded by Mr. Rylak, to adopt Resolution #144-17 as submitted:

RESOLUTION #144-17

FORM 1B

WHEREAS, the Governor’s Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Town Council of the Town of Clinton, County of Hunterdon, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Town Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Town Council has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Hunterdon;

NOW, THEREFORE, BE IT RESOLVED by the Town of Clinton, County of Hunterdon, State of New Jersey hereby recognizes the following:

1. The Town Council does hereby authorize submission of a strategic plan for the North Hunterdon Municipal Alliance grant for fiscal year 2019 in the amount of:

DEDR	<u>\$27,511.00</u>
Cash Match	\$ <u>6,877.75</u>
In kind	\$20,633.25

2. The Town Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

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

Vote all ayes
Motion carried

RESOLUTION #145-17 – RESERVE OF OPEN SPACE FUNDS

A motion was made by Mr. Smith, seconded by Mr. Carberry, to adopt Resolution #145-17 as submitted:

RESOLUTION # 145-17

WHEREAS, fifteen percent of the Hunterdon County Open Space Trust Fund raised from the open space tax collected annually in each municipality is available for municipal open space purposes each year; and

WHEREAS, the Town of Clinton does not have plans to use its portion of the Open Space Trust Fund in 2018 for Open Space and Recreation, and

WHEREAS, the Town of Clinton wishes to reserve its FY 2017 share of the Fund for future open space use.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Clinton, County of Hunterdon and State of New Jersey that it hereby asks the Hunterdon County Board of Freeholders to reserve the Town's share in the amount of \$89,411.17 of the Hunterdon County Open Space Trust Fund collected in 2017 for use in future years.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the Hunterdon County Board of Freeholders and the County Open Space Coordinator.

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

Vote all ayes
Motion carried

RESOLUTION #146-17 – SHARED MUNICIPAL COURT

A motion was made by Mr. Carberry, seconded by Ms. Dineen, to adopt Resolution #146-17 as submitted:

RESOLUTION #146-17
SHARED SERVICES AGREEMENT FOR A SHARED MUNICIPAL COURT AMONG THE
TOWNSHIP OF CLINTON
AND THE TOWN OF CLINTON

This Agreement effective as of the 1st day of January, 2018, between

THE TOWNSHIP OF CLINTON, a municipal corporation in the County of Hunterdon, State of New Jersey, having its principal offices at 1225 Route 31 South, Lebanon, New Jersey 08833 (hereinafter referred to as the "Township"); and

THE TOWN OF CLINTON, a municipal corporation in the County of Hunterdon, State of New Jersey, having its principal offices at 43 Leigh Street, Clinton, New Jersey 08809 (hereinafter referred to as the "Member Town").

WITNESSETH

WHEREAS, an agreement providing for shared services among municipalities is permitted under *N.J.S.A. 40A:65-1 et seq.*, the "Uniform Shared Services and Consolidation Act"; and

WHEREAS, *N.J.S.A.* 2B:12-1(c) provides that two or more municipalities may agree to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

WHEREAS, *N.J.S.A.* 2B:12-1(c) further provides that where municipal courts share facilities, the identities of the individual courts shall continue to be expressed in the captions of orders and process; and

WHEREAS, the parties desire to share municipal court services and to set forth the administrative and financial responsibilities of each party for the shared court services; and

WHEREAS, the shared court is subject to approval by the Administrative Office of the Courts and the Vicinage Assignment Judge;

NOW, THEREFORE, IN CONSIDERATION of the promises, covenants, terms and conditions set forth, it is mutually **AGREED** as follows:

I. SERVICES TO BE PROVIDED

- A. The Township agrees to provide those facilities and services necessary for the operation of a Municipal Court including but not limited to a courtroom, chambers, office space, equipment, supplies and employees, to serve as the Member Towns' Municipal Court. The Member Town shall provide the Township with quarterly compensation for this shared service as provided in section IV below.
- B. The Township shall appoint and employ all court personnel, including the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator, Prosecutor, and Public Defender.
- C. The Township shall ensure that the compensation of the Shared Municipal Court Judge, Court Administrator, Deputy Court Administrator and Prosecutor, and all other personnel shall be fixed by a salary ordinance, professional services contract or collective bargaining agreement in accordance with all applicable Federal, State and local laws, regulations or ordinances governing such matters.
- D. The Member Town shall appoint to serve as Judge, Court Administrator, Prosecutor and Public Defender of their own municipal courts the Judge, Court Administrator, Prosecutor, and Public Defender appointed by Township. Should there be a change in any of these positions, a committee consisting of two members of each municipality and the Court Administrator will conduct interviews and make hiring recommendations to Township. Notwithstanding said recommendation however, final hiring determination shall lie with the Township. Also, notwithstanding that the Township and the Member Towns appoint the same persons as Judge, Court Administrator, Prosecutor, and Public Defender, the jurisdiction of the Municipal Court of each municipality shall be separate and each municipality retains its right of appointment as provided in *N.J.S.A.* 2B:12-4 (Judge) 2B:24-3 (Public Defender) and 2B:25-4 (Prosecutor) and in applicable case law.
- E. The Member Town agree that the Shared Municipal Court, the Municipal Court Judge and other court personnel shall have and exercise all functions, powers, duties, and jurisdiction of a municipal court prescribed by *N.J.S.A.* 2B:12-1 *et seq.* The Township shall ensure that all

- standards are met by its appointees and/or employees regarding the level and quality of performances required of each such appointee and/or employee.
- F. The Township shall ensure that sufficient office space is made available for all Municipal Court staff outlined in Section I.B. above.

II. LOCATION AND OPERATION OF COURT

- A. The day-to-day operations, record-keeping and administrative functions of the Court will be conducted at the Clinton Township Public Safety Building, 1370 Route 31 North, Annandale, New Jersey 08801.
- B. The proceedings of the Court shall be held in the Township's facilities at the Clinton Township Public Safety Building, 1370 Route 31 North, Annandale, New Jersey 08801. Pursuant to Court Rule 1:30-3, Shared Municipal Court sessions and the Court Office hours shall be established by the Municipal Court Judge, with approval from the Administrative Director of the Courts.
- C. The identity of each municipal court shall continue to be shown in the captions of orders and process. Each party's records, revenues, fees and fines shall be administered, reported, deposited and audited separately. The Township shall determine the appropriate signs for the Shared Municipal Court. The Township shall provide appropriate stationery for each municipal court.

III. SECURITY

The Township will be responsible for implementing a security plan for the Shared Court that is in compliance with Administrative Directive #15-06, Statewide Model Municipal Security Plan.

IV. PAYMENT BY THE TOWN

- A. During the term of this Agreement, Payment shall be made in four (4) equal, quarterly installments on the 15th day of March, June, September and December of each calendar year. Invoices for payment will be submitted by the Township to the Member Town at least three weeks prior to the quarterly payment due date.
- B. The Town of Clinton shall compensate Clinton Twp. at the following yearly rates:

2018	2019	2020	2021	2022
\$119,068	\$119,068	\$121,449	\$123,878	\$126,356

- C. With the exception of fees for the Public Defender as described in Section VI.B. below and the printing of ticket books as described in Section X. below, as to which the Towns and Township are each responsible for their own costs, the above-referenced payment amounts are intended to be all inclusive payments, and the Towns will not be required to make any additional payments of any type.

V. MERCHANT SERVICES (CREDIT CARD PROCESSING FEES)

The Member Town has indicated that they will not accept credit cards for payments.

VI. DISTRIBUTION OF REVENUE

- A. Beginning on the effective date of this Agreement, the Township, pursuant to State law, shall collect the Member Town fines, court costs, forfeitures, and any other revenue (“Court Related Revenue”) including interest, attributable to the Member Town municipal court. The Member Town Court Related Revenue shall be recorded by the Township’s court personnel in accordance with applicable Federal, State, local, and Administrative Office of the Courts (“AOC”) laws, standards or guidelines. The Court Administrator will execute all necessary documentation to establish respective bank accounts for the Member Town Municipal Court and the Township’s Municipal Court.
- B. Court Related Revenue shall not include any Public Defender fees assessed by the Judge against any defendants who ask for and receive the services of a Public Defender (“Public Defender Assessment Fees”). The Public Defender Assessment Fees attributable to Member Town Municipal Court cases shall be retained by the Township to help offset the cost of the Public Defender, as the Township is solely responsible to pay 100% of the Public Defender’s salary. At no time shall the Member Town be responsible for any other payments towards the Public Defender except for the Public Defender Assessment Fees.
- C. Monthly Court Related Revenue shall be distributed to the Member Town Chief Financial Officer by the 15th day of each month as required by R.7:14-4 and other applicable State law. Said revenue shall also be accompanied by a report showing the check number, amount of the check and the account from which the funds are being transferred for that month’s distribution.

VII. REPORTING

By the 15th day following the close of each month the Court shall distribute to the Member Town governing body, through the Member Town Chief Financial Officer, or Business Administrator, a report containing at least the following information:

- Number of court cases originating from the Towns, broken down by traffic violations segregated into non-parking, parking and DWI and criminal segregated into indictable, disorderly person and others;
- Total number of cases (summonses) filed/processed for the Member Town;
- Amount of funds transferred to the State of New Jersey;
- Amount of funds transferred to Hunterdon County;
- Fine revenue for the Member Town;
- All other court revenue including court costs and interest for the Member Town including total paid to the Member Town year-to-date and total interest paid to the Member Town year-to-date.

VIII. BOOKS AND AUDITS

The Court Administrator shall keep separate records and bank accounts for the Township and Member Town. As part of the Township’s regular yearly audit, the Township shall arrange and pay for a yearly audit of the books of the Township’s Municipal Court.

Member Town may separately arrange an audit of the books of the Member Towns Municipal Court to be paid for by the Member Town. Or, the Member Town may choose to allow the Township to arrange the audit and the Member Town will reimburse the Township for the cost of the audit.

All audits will be prepared in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 *et seq.* Full accounting records of the previous year's Shared Municipal Court operations shall be made available no later than Feb. 28th of each year.

IX. RECORDS

- A. Each Member Town court records shall be maintained separately. All records are confidential unless otherwise determined by State law, and access will only be given to authorized Court staff or AOC personnel in accordance with applicable State laws or AOC guidelines.
- B. The Township shall provide suitable, adequate and secure storage space adjacent to the said office for the storage of the Member Town court records including those generated through the Municipal Court of North Hunterdon as well as any future records generated through this Agreement.

X. SALARIES, WAGES AND BENEFITS

- A. The salaries, wages, compensation, and benefits, including FICA, PERS Contributions, worker's compensation insurance and group health insurance, of all shared personnel of the Shared Court, including Judge(s), Prosecutor(s), Public Defender(s), Court Administrator, Deputy Court Administrator(s) and clerical personnel shall be paid by the Township, and shall be considered as part of the cost of operations discussed in Article IV above.
- B. All court personnel shall be considered employees of the Township whether they are working on Township or Member Town court cases.

XI. OFFICE EQUIPMENT AND SUPPLIES

Any equipment relocated by the Member Town to the Township shall remain the property of the Member Town and the Member Town shall supply an inventory of such equipment to the Township. The Township shall be under no duty to replace any equipment relocated by the Member Town to the Township. With the exception of ticket books utilized by the Member Town, the Township shall provide all other necessary office equipment, supplies, pre-printed forms, stationery, postage, utilities, phone and internet service as needed by the Member Town. The Member Town may print their own ticket books at the Member Town cost or may have the Township print the ticket books. If the Township prints ticket books for the Member Town at the Member Town request, the Member Town shall reimburse the Township for printing costs of the ticket books.

XI. SHARED COURT LIAISON COMMITTEE

There is hereby established a Shared Courts Liaison Committee consisting of two (2) representatives of each municipality as designated by their respective governing bodies. The Committee shall meet at such times and places as deemed necessary, and shall be responsible for acting as liaison between the Shared Court and the governing bodies, consistent with the overall

responsibility for the administration of the Municipal Courts by the Assignment Judge of the Superior Court of New Jersey for Hunterdon County in accordance with R. 1:33-4(a). Each party hereto shall notify the other party of the names of its Committee representatives annually within 15 days of their respective reorganization meeting.

XII. INSURANCE, INDEMNIFICATION & BONDS

- A. Insurance coverage shall be obtained by the Township that protects the Shared Municipal Court and its personnel from claims against them arising out of bodily injury, property damage, personal injury, or civil rights violations, and such other coverage as may be necessary, without regard to whether the claim is attributable to the Township's cases or the Member Town cases. All Shared Municipal Court employees will be considered employees of the Township for the purposes of Worker's Compensation. The Township shall continue to provide liability insurance which protects the Township's employees and/or facilities
- B. The Township shall be solely responsible for all liability insurance, workers compensation insurance, disability insurance, employee dishonesty insurance and/or fidelity bonds related to court employees. The Township shall also be responsible for all the training, hiring, firing and discipline of court personnel and staff, including all incidental expenses and costs that accompany same.
- C. The Township acknowledges that it has control of the premises known as the Clinton Township Public Safety Building, wherein the Shared Courts are to be conducted, and that it is the Township's sole responsibility to maintain the premises in good repair and in a safe condition, including providing for safe ingress to and egress from the said court building.

The parties to this Agreement recognize that the Shared Municipal Court employees are exclusively the Township's employees. The Township shall cover the cost of claims made by or against Shared Municipal Court employees and security personnel, including court costs and reasonable attorney's fees in defense of any and all claims against the employee, arising out of any act or omission of the employee, including but not limited to Workers Compensation claims, claims under the New Jersey Tort Claims Act, and State and Federal Civil Rights actions. It should be clear that the Township shall not be responsible and cannot indemnify the Towns for claims or expenses arising out of the Towns' actions or cases handled by the Court personnel for which the Township has acted properly and within standard A.O.C. municipal court guidelines.

XIII. TERM OF AGREEMENT

- A. This Shared Service Agreement shall commence on January 1, 2018, subject to the approval of the Assignment judge, and terminate on December 31, 2022.
- B. This Agreement may be renewed for an additional five (5) years upon agreement by the parties and on terms as to operating costs and expenses as may be negotiated between the parties.

XIV. EARLY TERMINATION

Either party may terminate its participation in the Agreement prior to the end of the term with no financial penalty being imposed, provided that (1) written notice of termination is given to the opposite party at least six (6) months in advance of the termination date; and (2) the termination date shall be no earlier than Dec. 31, 2018.

XV. AMENDMENTS; SUPPLEMENTS; REVISIONS

This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed by all of the parties hereto, under the same statutory procedures governing the adoption of this Agreement.

XVI. SEVERABILITY.

If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall remain in full force and effect.

XVII. NO WAIVER

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

XVIII. ADDITIONAL PARTIES

No other municipalities shall be added to this agreement without the consent of all parties.

XVIII. NOTICES

Whenever, pursuant to the terms of this Agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate Municipal Clerk or if mailed by way of certified or registered mail, return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

To Clinton Township

Municipal Clerk
Township of Clinton
1225 Route 31
Lebanon, New Jersey 08833

With copy to Township Attorney

To the Town of Clinton

Municipal Clerk
Town of Clinton
43 Leigh Street
Clinton, New Jersey 08809

With copy to Town Attorney

XX. APPROVAL BY THE SUPERIOR COURT

The Parties acknowledge that this Agreement is contingent upon and subject to the approval of the Assignment Judge of Vicinage 13 of the Superior Court of New Jersey and such other approvals as may be required by law.

XXI. COMPLETE AGREEMENT

This Agreement contains the complete understanding as to the operation of the Shared Municipal Court among the parties to this Agreement and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, the parties indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

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

Vote all ayes
Motion carried

PUBLIC HEARING – ORDINANCE #17-10

A motion was made by Mr. Smith, seconded by Mr. Rylak, to open the public hearing of Ordinance #17-10:

**ORDINANCE #17-10
BOND ORDINANCE PROVIDING FOR THE WEST MAIN STREET WATER MAIN
REPLACEMENT PROJECT IN AND BY THE TOWN OF CLINTON, IN THE COUNTY OF
HUNTERDON, NEW JERSEY APPROPRIATING \$1,740,000 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$1,740,000 BONDS OR NOTES OF THE TOWN TO
FINANCE THE COST THEREOF**

Vote all ayes
Motion carried

There being no public comment, a motion was made by Mr. Smith, seconded by Ms. Dineen, to close the public portion of the meeting.

Vote all ayes
Motion carried

A motion was made by Mr. Pendergast, seconded by Mr. Carberry, to adopt Ordinance #17-10 on final reading.

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

Vote all ayes
Motion carried

PUBLIC HEARING OF ORDINANCE #17-11

A motion was made by Mr. Carberry, seconded by Mr. Rylak, to open the public hearing of Ordinance #17-11:

**ORDINANCE #17-11
BOND ORDINANCE PROVIDING FOR THE FOSTER WHEELER BOOSTER**

**PUMP STATION IMPROVEMENTS PROJECT IN AND BY THE TOWN OF CLINTON, IN
THE COUNTY OF HUNTERDON, NEW JERSEY, APPROPRIATING \$1,200,000 BONDS OR
NOTES OF THE TOWN TO FINANCE THE COST THEREOF**

Vote all ayes
Motion carried

There being no public comment, a motion was made by Mr. Smith, seconded by Ms. Dineen, to close the public portion of the meeting.

Vote all ayes
Motion carried

A motion was made by Mr. Pendergast, seconded by Mr. Carberry, to adopt Ordinance #17-11 on final reading.

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

Vote all ayes
Motion carried

PUBLIC HEARING OF ORDINANCE #17-12

A motion was made by Mr. Smith, seconded by Ms. Dineen, to open the public hearing of Ordinance #17-12:

ORDINANCE #17-12

**BOND ORDINANCE PROVIDING FOR THE GLEN EAGLES, MUIRFIELD LANE AND
HEATHER HILL WAY WATER MAIN REPLACEMENT PROJECT IN AND BY THE TOWN
OF CLINTON IN THE COUNTY OF HUNTERDON, NEW JERSEY, APPROPRIATING
\$1,350,000 THEREFO AND AUTHORIZING THE ISSUANCE OF \$1,350,000 BONDS OR
NOTES OF THE TOWN TO FINANCE THE COST THEREOF**

Vote all ayes
Motion carried

There being no public comment, a motion was made by Mr. Carberry, seconded by Ms. Dineen, to close the public portion of the meeting.

Vote all ayes
Motion carried

A motion was made by Ms. Dineen, seconded by Mr. Carberry, to adopt Ordinance #17-12 on final reading.

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

Vote all ayes
Motion carried

BANNER REQUEST

A request has been received from the Friendly Sons of St. Patrick's to display a banner from February 25 through March 12, 2018. The annual St. Patrick's Day Parade will be held March 11, 2018. A motion was made by Mr. Carberry seconded by Ms. Dineen, to approve the request.

Vote all ayes
Motion carried

A banner request for the Clinton Town Picnic to display a banner from May 26 through June 9, 2018. A motion was made by Ms. Dineen, seconded by Mr. Rylak, to approve the request as submitted.

Vote all ayes
Motion carried

CORRESPONDENCE

1. A memo received from the Land Use Board unanimously giving their endorsement for the affordable housing settlement.

REPORTS FROM COUNCIL

Councilman Smith

1. Buildings and Grounds – the annual bonfire is cancelled due to regulations imposed by NJDEP.
New signs at the Community Center are completed.
Brian Glynn, invited to the next meeting to discuss debris in the South Branch
Trash in downtown area continues to be an issue.
The ash tree at the Community Center will be removed
2. Roads Committee – at the next Council meeting there will be a presentation on the Clinton House project and the water main replacement.
3. Rescue Squad – Tim Shanahan and Bucky Buchanan have returned from the Caribbean for helping with the hurricane disaster in St. Johns. They will be invited to attend a council meeting in January, 2018.

Councilman Pendergast

1. Clinton Fire Department – application for Jason Mayer to become a member of the fire department. Motion made by Mr. Pendergast, seconded by Mr. Rylak to approve the application.

Vote all ayes
Motion carried

Mr. Pendergast reported that the coin toss held Thanksgiving weekend netted over \$7,000 in two days!

The fire department will be milling and repaving their parking lot in April and will be funding it themselves. Re-striping will be completed by the Town in accordance with the parking lot agreement.

The fire department has invited new councilwomen, Megan Johnson and Rielly Karsh to attend a regular evening meeting in January to meet the members and take a tour of the fire department.

Lastly, Mr. Pendergast took this opportunity to thank Council for the opportunity of being a councilman for the last eight years.

Councilman Carberry

1. Roads – The Committee has been working on a very extensive project in front of the Clinton House on West Main Street. A presentation will be made at the Council meeting, December 26, 2017. Announcement will be made on Facebook spreading the word of the presentation.

Councilman Rylak

Mr. Rylak attended the Clinton Fire Department's Christmas party at Beaver Brook on December 9 and was very impressed! Mr. Rylak also gave kudos to the firemen for all they do.

STANDBY AND OVERTIME

A motion was made by Mr. Carberry, seconded by Mr. Rylak to approve the standby and overtime submitted for the period of November 17 through November 30, 2017 attached to these minutes.

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

Vote all ayes
Motion carried

PAYMENT OF BILLS

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

ROLL CALL: Ayes: Carberry, Dineen, Pendergast, Rylak, Smith, 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 8:05 p.m.

Cecilia Covino, RMC/CMC, Municipal Clerk

Mayor Janice Kovach