

**TOWNSHIP OF CLINTON
COUNTY OF HUNTERDON, STATE OF NEW JERSEY**

**RESOLUTION AWARDING A GOODS AND SERVICES AGREEMENT TO ANIMAL
CONTROL SOLUTIONS, LLC FOR ANIMAL CONTROL SERVICES DURING
CALENDAR YEAR 2023 (NTE \$34,992.00)**

WHEREAS, the Township of Clinton (“Township”) requires the services of a licensed animal control officer to provide day-to-day animal control services to the Township from April 1, 2023 to December 31, 2023; and

WHEREAS, Animal Control Solutions LLC (“Provider”) has offered to provide the sought-after services for a fee of \$34,922.00 for the duration of the agreement; and

WHEREAS, the Township wishes to enter into a goods and services agreement (“Agreement”) with Provider the services described above; and

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

WHEREAS, Provider has completed and filed with the Township the required Campaign Contributions Affidavit pursuant to N.J.S.A. 19:44A-20.8 and Certification Regarding Political Contributions pursuant to N.J.S.A. 19:44A-20.26 (collectively, the “Pay-to-Play Forms”); and

WHEREAS, the Agreement shall be for a total amount of \$34,992.00 and a term beginning on April 1, 2023 and ending on December 31, 2023, as more specifically described in the Agreement; and

WHEREAS, the Local Public Contracts Law at N.J.S.A. 40A:11-3 authorizes the Township to award this agreement without public bidding because it is under the bid threshold; and

WHEREAS, there are sufficient available funds for this award, as set forth in the Certification of Available Funds completed by the Chief Financial Officer;

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

1. The Mayor and Clerk are hereby authorized and directed to execute a goods and services agreement with Animal Control Solutions, LLC (“Provider”) to provide animal control services to the Township from April 1, 2023 to December 31, 2023.
2. Provider shall be compensated for its services in a total amount of \$34,992.00, payable in monthly installments.
3. The Agreement is awarded without competitive bidding as a goods and services agreement under the bid threshold, as authorized by N.J.S.A. 40A:11-3.

4. A copy of this resolution, the Pay-to-Play Forms and the Agreement shall be placed on file in the Office of the Clerk.
5. A notice of this action shall be published in the Township's official newspaper as required by law.
6. This resolution shall take effect immediately.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: April 5, 2023

I, Carla Conner, Clerk of the Township of Clinton in Hunterdon County, New Jersey, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Mayor and Council of the Township of Clinton on April 5, 2023.

Carla Conner, RMC, Clerk
Township of Clinton

RESOLUTION

RESOLUTION CONCERNING THE TRANSFER OF THE OWNERSHIP INTERESTS IN CLINTON LIHTC URBAN RENEWAL, LLC TO CONIFER REALTY, LLC FOR THE DEVELOPMENT OF AFFORDABLE HOUSING ON BLOCK 82 LOT 4.04 (THE “MAROOKIAN” DEVELOPMENT)

WHEREAS, the Township of Clinton (“Township”) and Clinton LIHTC Urban Renewal, LLC (“Developer”) executed a certain Affordable Housing Agreement dated June 13, 2018, as amended by that certain First Amendment to Affordable Housing Agreement dated June 16, 2020, and as further amended by that certain Second Amendment to Affordable Housing Agreement dated May 24, 2021, and as further amended by that certain Third Amendment to Affordable Housing Agreement dated February 9, 2022 (collectively, the “Affordable Housing Agreement”), for the development of a 100% affordable housing development with approximately eighty-four (84) residential units on property located at 1355 Route 31 and identified as Lot 4.04 in Block 82 (formally identified as Lot 4.03 in Block 82 prior to subdivision) (the “Project”); and

WHEREAS, the Township and Developer entered into an Agreement For Payments in Lieu of Taxes dated June 13, 2020, as amended by that certain First Amendment to Agreement for Payment in Lieu of Taxes dated September 9, 2021 (collectively, the “PILOT Agreement”) for the Project pursuant to New Jersey Housing and Mortgage Financing Agency Law of 1983, N.J.S.A. 55:14K-1 et seq. (“HMFA Law”); and

WHEREAS, the Township and Developer entered into a Developer’s Agreement dated January 26, 2022 (the “Developer’s Agreement”); and

WHEREAS, the Developer is owned by PIRHL Clinton MM, LLC (“PIRHL”), which controls 49% of the managing member interests, and by Prevention Affordable, LLC, which controls 51% of the managing member interests in its capacity as administrative managing member; and

WHEREAS, PIRHL wishes to transfer its 49% managing member interests in the Developer to Conifer Realty, LLC, its affiliate, Conifer Clinton GP, LLC, or a project-specific, wholly-owned subsidiary thereof (“Conifer”); and

WHEREAS, PIRHL has provided correspondence notifying the Township of the transfer of its ownership interests in the Developer to Conifer, a copy of which is attached hereto as “Exhibit A”; and

WHEREAS, Conifer has sufficient experience and net worth to operate the Project in a manner satisfactory to the Township; and

WHEREAS, Section 4.3 of the Affordable Housing Agreement provides that “The Project shall not be sold or transferred without the prior written consent of the Township, which consent shall not be unreasonably withheld, subject to all statutory and regulatory requirements and conditions applicable to the transfer of the Project... No such sale or transfer shall be effective until the transferee signs an assumption agreement that is acceptable to the Township and that obligates the transferee to keep all the covenants and agreements contained in this Agreement and/or the Financing, Deed Restriction and Regulatory Agreement that will be recorded in connection with the NJMFA first mortgage”; and

WHEREAS, Section 4.3 does not appear to be applicable in that the Project is not being sold or transferred; rather, PIRHL as the 49% managing member of the Developer intends to transfer and assign its ownership interests in the Developer to Conifer; and

WHEREAS, by countersigning this resolution below, Conifer acknowledges and agrees that Conifer will assume, via ownership of Developer, all conditions in the Affordable Housing Agreement, PILOT Agreement and Developer’s Agreement, the rights and obligations of Developer thereunder, and will be subject to all covenants and agreements contained therein; and

WHEREAS, by countersigning this resolution below, Conifer also acknowledges and agrees to assume, via ownership of Developer, the Agency Mortgage and further represents it qualifies under HMFA Law for the tax exemption provided by the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Township of Clinton in the County of Hunterdon, State of New Jersey that:

1. The Township hereby acknowledges and consents to the transfer of PIRHL Clinton MM, LLC’s 49% managing member interests in Developer to Conifer (the “Transfer”). Notwithstanding the foregoing, PIRHL may elect to proceed with the Transfer in its sole and absolute discretion, and this Resolution does not obligate PIRHL to execute the Transfer.
2. Until the effective date of Transfer, the current ownership of Developer remains approved by the Township.
3. All conditions, covenants and agreements of the Affordable Housing Agreement, PILOT Agreement and Developer’s Agreement, remain in full force and effect, and should the Transfer occur, such conditions, covenants, and agreements shall remain in full and effect.
4. With Conifer’s countersignature below, Conifer acknowledges and agrees that Conifer will assume, via ownership of Developer, all conditions in the Affordable Housing Agreement, PILOT Agreement and Developer’s Agreement, the rights and obligations of Developer thereunder, and be subject to all covenants and agreements contained therein.

5. This resolution shall take effect immediately.

ATTEST:

Carla Conner, Township Clerk

Brian Mullay, Mayor

Adopted: April 5, 2023

ACKNOWLEDGMENT AND AGREEMENT BY CONIFER

Conifer Realty, LLC, its affiliate, Conifer Clinton GP, LLC, or a project-specific, wholly-owned subsidiary thereof (“Conifer”) hereby acknowledges and agrees that Conifer will assume, via ownership of Developer, all conditions in the Affordable Housing Agreement, PILOT Agreement and Developer’s Agreement, the rights and obligations of Developer thereunder, and shall be subject to all covenants and agreements contained therein.

CONIFER CLINTON GP, LLC

By: _____
Name:
Title:

I, Carla Conner, Clerk of the Township of Clinton in Hunterdon County, New Jersey, do hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Mayor and Council of the Township of Clinton on April 5, 2023.

Carla Conner, RMC, Clerk
Township of Clinton



EXHIBIT A

800 West St. Clair Avenue/4th Floor
Cleveland, OH 44113
P. 216.378.9690
F. 216-378-9691

February 8, 2023

[via USPS]

Township of Clinton
1370 Route 31
Lebanon, NJ 08833
Attn: Municipal Clerk

Township of Clinton
1225 Route 31 South
Lebanon, New Jersey 08833
Attn: Administrator/Clerk

Clinton Township Sewerage Authority
79 Beaver Avenue, Suite 5
Clinton, NJ 08809

**RE: Affordable Housing Project – Block 82, Lot 4.03 (hereinafter, the “Project”)
PIRHL Developers, LLC and Clinton LIHTC Urban Renewal LLC (collectively referred to
hereinafter as the “Developer”)
Request for Consent to Transfer Developer’s Interests in the Project**

Dear Sir and/or Madam:

Reference is made to the following agreements by and between the Developer and the Township of Clinton: that certain Affordable Housing Agreement dated June 13, 2018, as amended; that certain Agreement for Payments in Lieu of Taxes dated June 13, 2018, as amended; and to that certain Agreement for Reservation of Wastewater Treatment Capacity dated May 6, 2021 by and between the Developer and the Clinton Township Sewerage Authority (collectively, the “**Agreements to be Assigned**”).

Reference is also made to that certain Developer’s Agreement dated January 26, 2022; that certain Funding Agreement dated March 11, 2020; that certain Assignment and Assumption of Agreement for Wastewater Treatment Capacity dated June 14, 2018; and that certain Stormwater Facility Maintenance and Easement Agreement (collectively, the “**Agreements Running with the Land**”).

Developer intends to transfer all of its interests in the Project and all of its rights and obligations under the Agreements to be Assigned and the Agreements Running with the Land to Conifer Realty, LLC, or a project-specific, wholly-owned subsidiary thereof (“**Conifer**”) (with any and all such transfers being known as the “**Transfer**”).



800 West St. Clair Avenue/4th Floor
Cleveland, OH 44113
P. 216.378.9690
F. 216-378-9691

As for the Agreements to be Assigned, kindly accept this letter as Developer's written notice under each and all of the Agreements to be Assigned requesting the consent of the Township and of the Clinton Township Sewerage Authority, as applicable, to the Transfer.

At your earliest convenience, please send the list of items, if any, that you require from Developer and/or Conifer in order to approve the Transfer. In addition, we kindly request a call with all relevant parties to discuss the logistics of accomplishing this Transfer.

Thank you for your continued partnership and I look forward to working with you through this next phase. Please reach out to me (216-408-9507; DBurg@pirhl.com) with any questions.

Sincerely,

David A. Burg

David A. Burg
President of Development

cc: New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue
PO Box 18550
Trenton, NJ 08650-2085

Trishka W. Cecil, Esq.
Mason, Griffin & Pierson, P.C.
101 Poor Farm Road
Princeton, NJ 08540

**TOWNSHIP OF CLINTON
HUNTERDON COUNTY, NEW JERSEY**

ORDINANCE NO. ____-2023

**AN ORDINANCE OF THE TOWNSHIP OF CLINTON IN HUNTERDON COUNTY,
NEW JERSEY AMENDING THE “CODE OF THE TOWNSHIP OF CLINTON” TO
ESTABLISH REQUIREMENTS FOR LEAD-BASED PAINT INSPECTIONS**

WHEREAS, on July 22, 2021, Governor Murphy signed into law P.L. 2021, c. 182 (N.J.S.A. 52:27D-437.16 *et seq.*) (“Act”), which requires municipalities to inspect every single-family, two-family, and multiple rental dwelling located within the municipality at tenant turnover for lead-based paint hazards; and

WHEREAS, the purpose of the Act’s requirements is to prevent the poisoning of residents by requiring that the presence of deteriorated lead-based paint on the interior and exterior of pre-1978 structures be identified and correctly addressed by reducing and controlling lead-based paint hazards which may be present, in order to prevent human exposure to such hazards;

WHEREAS, it is necessary and in the best interests of the residents of Clinton Township to amend the Township’s Housing Code to require inspections for lead-based paint in residential rental dwellings, in order to conform to and ensure compliance with the Act;

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

SECTION 1. Lead-based paint inspection requirements established. Chapter 155, “Housing and Other Building Standards” in Part 2, “Legislation” of the “Code of the Township of Clinton” (“Code” or “Township Code”) is hereby amended by adding thereto new section 155-9.1 entitled “Lead-Based Paint Inspections,” which shall read as follows:

§ 155-9.1. LEAD-BASED PAINT INSPECTIONS.

A. Statement of intent.

The purpose of this section is to implement the requirements of P.L. 2021, c. 182 (N.J.S.A. 52:27D-437.16 *et seq.*)(the “Act”), which establishes inspection requirements for lead-based paint hazards in certain residential rental properties. In the event of a conflict between the requirements of this section and the requirements of the Act (as same may be hereafter amended from time to time), the provisions of the Act shall prevail.

B. Definitions.

For purposes of this section only, the following words and terms shall have the meanings set forth below, in accordance with N.J.S.A. 52:27D-437.16 and N.J.A.C. 5:28A-1.1 *et seq.*:

DUST WIPE SAMPLING

A sample collected by wiping a representative surface and tested, in accordance with a method approved by the United States Department of Housing and Urban Development (HUD) and as conducted pursuant to N.J.A.C. 5:28A-2.3.

DWELLING

A building containing a room or rooms, or suite, apartment, unit, or space that is rented and occupied, or intended to be rented and occupied, for sleeping and dwelling purposes by one or more persons.

DWELLING UNIT

A unit within a building that is rented and occupied, or intended to be rented and occupied, for sleeping and dwelling purposes by one or more persons.

MULTIPLE DWELLING

Any building or structure and any land appurtenant thereto, and any portion thereof, in which three or more dwelling units are occupied or intended to be occupied by three or more persons living independently of each other. “Multiple dwelling” also means any group of ten or more buildings on a single parcel of land or on

contiguous parcels under common ownership, in each of which two dwelling units are occupied, or intended to be occupied, by two persons or households living independently of each other, and any land appurtenant thereto, and any portion thereof. "Multiple dwelling" does not include those buildings and structures that are excluded pursuant to N.J.S.A. 55:13A-3(k).

PERIODIC LEAD-BASED PAINT INSPECTION

The initial inspection of all applicable dwelling units at the earlier of two years from the effective date of P.L. 2021, c. 182, (July 22, 2022) (N.J.S.A. 52:27D-437.16), or tenant turnover and, thereafter, the earlier of three years or upon tenant turnover, consistent with N.J.A.C. 5:28A-2.1, for the purposes of identifying lead-based paint hazards in dwellings subject to this Section.

TOWNSHIP INSPECTOR

The Construction Official or his/her designee, or any enforcement officer appointed by the Township pursuant to N.J.S.A. 40:48-2.3 *et seq.*, or any other statutory authorization, to perform inspections of any building or other code, or any enforcement officer authorized to enforce the Township's Housing Code, Property Maintenance Code, or Health Code, or his/her designee.

REMEDIATION

Interim controls or lead abatement work undertaken in conformance with this Section to address lead-based paint hazards.

TENANT TURNOVER

The time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit or the time at which a new tenant enters a vacant dwelling unit.

C. Owner required to obtain inspection.

(1) Inspection performed by Township Inspector.

The owner, landlord, and/or agent of every single-family, two-family and/or multiple dwelling unit offered for rental shall be required to obtain an inspection of the unit for lead-based paint hazards as required in this Section, or at tenant turnover, whichever is earlier. To

obtain the required inspection, the landlord, owner and/or agent shall arrange the inspection with the Township Inspector and pay all applicable and required fees associated with the Township's inspection as specified in subsection 155-9.1E below.

(2) Option for inspection performed by licensed lead evaluation contractor.

(a) A dwelling landlord, owner and/or agent may directly hire a lead evaluation contractor who is certified to provide lead paint inspection services by the Department of Community Affairs to satisfy the requirements of this Section and the requirements of N.J.S.A. 52:27D-437.16 and N.J.A.C. 5:28A-1.1 *et seq.*

(b) Notwithstanding this option, the Township retains the authority to prohibit an owner from directly hiring a lead evaluation contractor to conduct a periodic lead-based paint inspection where:

[a] the owner previously opted to hire a lead evaluation contractor to perform the periodic lead-based paint inspection and failed to have the inspection completed; or

[b] the Township determines there is a conflict of interest between the owner and their lead-evaluation contractor of choice.

D. Exempt dwellings.

A dwelling unit in a single-family, two-family, or multiple rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards if the unit:

(1) was constructed during or after 1978;

(2) is a single-family or two-family seasonal rental dwelling units that is rented for less than six months duration each year by tenants that do not have consecutive lease renewals;

(3) has been certified to be free of lead-based paint, pursuant to N.J.A.C. 5:17;

- (4) is in a multiple dwelling that was constructed prior to 1978 and has been registered with the Department of Community Affairs as a multiple dwelling for at least ten years, either under the current or a previous owner, and has either
 - (a) no outstanding paint violations from the most recent cyclical inspection performed on the multiple dwelling under the “Hotel and Multiple Dwelling Law,” P.L. 1967, c.76 (N.J.S.A. 55:13A-1 *et seq.*); or
 - (b) a current certificate of inspection issued by the Department of Community Affairs, Bureau of Housing Inspection; or
 - (c) an open inspection with no violations for paint;
- (5) has a valid lead-safe certification issued pursuant to N.J.A.C. 5:28A. Lead-safe certifications are valid for two years from the date of issuance pursuant to N.J.A.C. 5:28A-2.4.

E. Initial inspection; re-inspection.

- (1) The initial inspection for all single-family, two-family and multiple dwellings subject to the requirements of this section shall take place upon tenant turnover, or within two years of the effective date of P.L. 2021, c. 182 (July 22, 2022), whichever occurs sooner.
- (2) Thereafter, all such units shall be inspected for lead-based paint hazards the earlier of every three years or upon tenant turnover, except that an inspection upon tenant turnover shall not be required if the owner has a valid lead-safe certification issued pursuant to subsection 155-9.1J below.
- (3) Each subsequent periodic lead-based paint inspection shall be counted from the most recent inspection that resulted in a valid lead-safe certification.

F. Owner obligation to notify Township that inspection is required.

Whenever any multiple dwelling unit is scheduled for a tenant turnover, the then-current landlord, owner and/or agent shall provide written notice to the Township Inspector that an

inspection is needed at least twenty calendar days prior to the scheduled date of the tenant turnover.

G. Fees.

- (1) There shall be a fee of \$125 for each initial visual lead-based paint inspection. If a dust-wipe sampling is deemed necessary based on visual examination, there shall be an additional fee of \$75 for that sample.
- (2) There shall be a fee of \$100 for each visual lead-based paint reinspection which is required and/or requested pursuant to this article. If a dust-wipe sampling is deemed necessary based on visual examination, there shall be a fee of \$75 for that sample.
- (3) The Township shall assess an additional fee of \$20 per unit inspected by a certified lead evaluation contractor or permanent local agency for the purposes of the "Lead Hazard Control Assistance Act," P.L. 2003, c. 311 (N.J.S.A.52:27D-437.1 *et seq.*) concerning lead hazard control work, unless the unit owner demonstrates that the Department of Community Affairs has already assessed an additional inspection fee of \$20 pursuant to the provisions of section 10 of P.L. 2003, c. 311 (N.J.S.A..52:27D-437.10). In a common interest community, the assessment charged pursuant to this subsection shall be the responsibility of the unit owner and not the homeowners' association, unless the association is the owner of the unit. The fees collected pursuant to this subsection shall be deposited into the "Lead Hazard Control Assistance Fund" established pursuant to section 4 of P.L. 2003, c. 311 (N.J.S.A. 52:27D-437.4).
- (4) All fees are nonrefundable unless the applicant cancels the requested inspection at least 48 hours prior to the scheduled inspection. Except for the twenty-dollar assessment payable to the State, all fees shall be dedicated to meeting the costs of implementing and enforcing this section 155-9.1 and shall not be used for any other purpose.
- (5) A dwelling landlord, owner and/or agent may directly hire a lead evaluation contractor who is certified to provide lead paint inspection services by the Department

of Community Affairs to satisfy the requirements of this article and the requirements of N.J.S.A. 52:27D-437.6 and N.J.A.C. 5:28A-1.1 et seq., in which case the fee of \$20 shall be assessed in accordance with N.J.S.A. 52:27D-437.6 and N.J.A.C. 5:28A-2.2, payable to the Township, to be deposited into the Lead Hazard Control Assistance Act Fund under the administration of the New Jersey State Department of Community Affairs, but no additional lead-based paint inspection fee shall be charged by the Township.

H. Time to complete inspections/re-inspections.

All inspections and re-inspections shall take place within fifteen calendar days of the requested inspection. Inspection fees shall be paid prior to the inspection. No inspections or re-inspections shall take place unless all fees are paid. Scheduled inspections or re-inspections may be canceled by the Township Inspector, unless the completed application and required fees have been received by the Township at least twenty-four hours prior to the scheduled inspection, or on the last working day prior to the scheduled inspection. Every inspection for which the landlord, tenant, owner or agent has failed to provide access for inspection shall be deemed a failed inspection.

I. Use of visual assessment or dust wiping method.

- (1) At the time of the enactment of P.L. 2021, c.182 (N.J.S.A. 52:27D-437.16), the Department of Community Affairs identified the Township as a municipality in which less than three percent of children tested, six years of age or younger, have a blood lead level greater than or equal to five $\mu\text{g}/\text{dL}$ according to the central lead screening database maintained by the New Jersey Department of Health. Accordingly, the Township Inspector or licensed lead evaluation contractor shall perform the periodic lead-based paint inspection through a visual assessment, in which the Township Inspector or contractor is to examine dwellings, in accordance with HUD guidelines and regulations at 42 U.S.C. §4851b for deteriorated paint or visible surface dust, debris, or residue on all painted building components, especially any walls, window, trim, and surfaces that experience friction or impact. The Township Inspector or licensed lead evaluation contractor may also elect to, but is not required to, collect

samples by dust wiping surfaces, including floors, interior window sills, and other similar surfaces, and tested, in accordance with methods approved by the State of New Jersey and/or the HUD.

- (2) If, in the future, the Department of Community Affairs designates the Township as a municipality in which at least three percent of children tested, six years of age or younger, have a blood lead level greater than or equal to five $\mu\text{g}/\text{dL}$ according to the central lead screening database maintained by the New Jersey Department of Health, then the inspections required by this Section shall be performed through dust wipe sampling instead of visual assessment alone.

J. Lead-safe certification.

- (1) If, following inspection, the Township Inspector or lead evaluation contractor finds that no lead-based paint hazard exists in a dwelling unit, they shall certify the dwelling unit as lead-safe on the form prescribed by the Department of Community Affairs and supply a copy of the lead-safe certification to the landlord, owner, and/or agent of the dwelling. If a licensed lead evaluation contractor issues the lead-safe certification, a copy shall also be provided to the Township Inspector and the Township Clerk at the time it is issued.
- (2) The lead-safe certification shall be valid for a period of two years from the date of issuance, unless during the two-year certification period, a lead evaluation contractor, lead inspector/risk assessor, a local health department, or a public agency conducts an independent inspection or risk assessment and determines that there is a lead-based paint hazard, in which case, the certification shall become invalid.

K. Requirements upon identification of lead-based paint hazard.

- (1) If the Township Inspector or licensed lead evaluation contractor finds that a lead-based paint hazard exists in a dwelling unit, they shall notify the New Jersey State Department of Community Affairs, Division of Local Government Services for review of the findings, in accordance with the Lead Hazard Control Assistance Act.

- (2) If a lead-based paint hazard is identified in an inspection of one of the dwelling units in a building consisting of two or more dwelling units, then the lead contractor or Township Inspector shall inspect the remainder of the building's dwelling units, with the exception of those dwelling units that have been certified to be free of lead-based paint or which have a valid lead-safe certification.
- (3) The owner of the dwelling unit shall be responsible for remediation of the lead-based paint hazard. Remediation and any re-inspections required following remediation must be conducted consistent with N.J.A.C. 5:28A-2.5. Documentation of such remediation shall be provided to the Township Inspector.

L. Owner record-keeping requirements.

- (1) The landlord, owner and/or agent of a dwelling that is subject to this Section shall provide to the tenant and to the Township evidence of a valid lead-safe certification obtained pursuant to this Section at the time of tenant turnover. The owner shall also affix a copy of any such certification as an exhibit to the tenant's lease.
- (2) The owner of a multiple dwelling that is subject to this Section shall provide evidence of a valid lead-safe certification obtained pursuant to this Section, as well as evidence of the most recent tenant turnover, at the time of any cyclical inspection performed pursuant to the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 *et seq.*
- (3) The owner of a dwelling that is subject to this Section shall maintain a record of the lead-safe certification, which shall include the name or names of a unit's tenants, if the inspection was conducted during a period of tenancy.
- (4) The owner of any dwelling subject to this Section shall inform the Township of all tenant turnover activity to ensure any required inspection may be scheduled.
- (5) The owner of a dwelling shall provide a copy of this Section, and any lead-safe certifications issued pursuant thereto, along with the accompanying guidance

document, "Lead-Based Paint in Rental Dwellings," to any prospective owners of the dwelling during a real estate transaction, settlement, or closing.

- M. Township oversight and record-keeping requirements
- (1) Pursuant to N.J.A.C. 5:28A-2.1(d), the Township Inspector shall exercise appropriate oversight of a landlord or owner who chooses to hire a lead evaluation contractor to perform the periodic lead-based paint inspection.
 - (2) Pursuant to N.J.A.C. 5:28A-3.2, the Township Inspector shall maintain a record of all dwellings subject to this section 155-9.1, which includes up-to-date information on inspection schedules, inspection results, and tenant turnover; all lead-safe certifications issued; and all lead-free certifications issued.
- N. Enforcement; violations; penalties
- (1) Pursuant to N.J.S.A. 52:27D-437.16 and N.J.A.C. 5:28A-4.1, the Township Inspector is authorized to conduct investigations and issue penalties in order to enforce a multiple dwelling landlord's, owner's and/or agent's failure to comply with this Section.
 - (2) The owner of the dwelling shall first be given a period of thirty calendar days to cure any violation by conducting the required inspection or initiating any required remediation efforts.
 - (3) If the owner of the dwelling has not cured the violation within that time period, they shall be subject to a penalty, not to exceed one thousand dollars (\$1,000) per week, until the required inspection has been conducted or the remediation efforts have been initiated.
 - (4) Remediation efforts shall be considered to be initiated when the dwelling owner has hired a lead abatement contractor or other qualified party to perform lead-hazard control methods.

SECTION 2. Repealer. All ordinances and resolutions or parts thereof inconsistent with this ordinance are hereby repealed as to such inconsistencies only.

SECTION 3. Severability. If any paragraph, section, subsection, sentence, sentence clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision of such holding shall not affect the validity of the remaining paragraphs or sections hereof.

SECTION 4. Effective Date. This ordinance shall take effect 20 days after final passage in accordance with N.J.S.A. 40:69A-181.

Carla Conner, RMC, Township Clerk

Hon. Brian Mullay, Mayor

Introduced: April 5, 2023
Public hearing: April 26, 2023
Adopted:

**TOWNSHIP OF CLINTON
HUNTERDON COUNTY, NEW JERSEY**

ORDINANCE NO. ____-2023

**AN ORDINANCE OF THE TOWNSHIP OF CLINTON IN HUNTERDON COUNTY,
NEW JERSEY AMENDING THE “CODE OF THE TOWNSHIP OF CLINTON” TO
ESTABLISH BUSINESS INSURANCE REGISTRATION REQUIREMENTS**

WHEREAS, on August 5, 2022, Governor Murphy signed into law P.L. 2022, c. 92 (N.J.S.A. 40A:10A-1 *et seq.*), which requires business owners and rental unit owners to maintain certain liability insurance policies and to register compliant certificates of insurance annually with the municipality in which the business or rental units are located; and;

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

SECTION 1. Business insurance registration requirements established. Part 2, “General Legislation” of the “Code of the Township of Clinton” (“Code” or “Township Code”) is hereby amended by adding thereto a new chapter entitled “Business Insurance Registration”, which shall read as follows:

Chapter ____

BUSINESS INSURANCE REGISTRATION

§ ____-1. Insurance and registration requirements.

- A. In accordance with P.L. 2022, c. 92 (N.J.S.A. 40A:10A-1 *et seq.*), it shall be unlawful for the owner of a business, owner of a rental unit or units, and the owner of a multifamily home of four or fewer units, one of which is owner occupied, to operate within the Township of Clinton without first registering with the Township a certificate of insurance demonstrating compliance with the following liability insurance requirements:
- (1) Except as set forth in subsection (2) below, the owner of a business or the owner of a rental unit or units shall maintain liability insurance for negligent acts and omissions in an amount of no less than \$500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.

- (2) The owner of a multifamily home which is four or fewer units, one of which is owner-occupied, shall maintain liability insurance for negligent acts and omissions in an amount of no less than \$300,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.

§ ____-2. Entities covered.

- A. The registration requirements of this chapter shall apply to the following:
 - (1) Businesses entities, including, any person intending to sell or dispose of or to offer to sell or dispose of any goods, wares, merchandise or render any services for fees within the Township of Clinton. This shall include, but not be limited to, businesses operating on a temporary basis within the Township, such as peddlers, solicitors, and transient vendors licensed pursuant to chapter 204 of this Code, and any retail food establishments licensed pursuant to chapter 138 of this Code;
 - (2) Owners of single-family rental dwelling units
 - (3) Owners of multiple dwelling rental units.
 - (4) Owners of multi-family homes that include rental units, even where one unit is owner-occupied.

§ ____-3. Initial application; fees; annual renewal.

- A. Business owners and property owners subject to the requirements of this chapter shall annually register with the Township of Clinton by filing with the Township Clerk a completed registration application, along with a copy of the required insurance certificate and an administrative fee of \$15.00. The application shall be in such form and shall include such information as is required by the Township Clerk.
- B. Initial registration applications for entities covered by this chapter shall be required to filed their initial registration application no later than July 1, 2023 and such registration shall be valid for the 2023 calendar year. Thereafter, all annual registration applications shall be due by January 31 of each calendar year, or within (30) days of registering the business or obtaining ownership of rental units.

§ ____-4. Issuance of certificate of registration.

Upon satisfaction of the registration requirements set forth herein, the Township Clerk shall issue a certificate of registration to the owner, which shall act as proof of compliance with this chapter. Such certificate shall be valid for the calendar year in which it is issued.

§ ____-5. Violations, Penalties.

Any person or organization found to be in violation of the requirements of this chapter shall be subject to the penalties set forth in §1-17 of this Code. This penalty may be collected through a summary proceeding pursuant to N.J.S.A. 2A:58-110 *et seq.* Each year that an owner fails to register or fails to maintain adequate insurance shall be deemed a separate offense.

SECTION 2. Repealer. All ordinances and resolutions or parts thereof inconsistent with this ordinance are hereby repealed as to such inconsistencies only.

SECTION 3. Severability. If any paragraph, section, subsection, sentence, sentence clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision of such holding shall not affect the validity of the remaining paragraphs or sections hereof.

SECTION 4. Effective Date. This ordinance shall take effect 20 days after final passage in accordance with N.J.S.A. 40:69A-181.

Carla Conner, RMC, Township Clerk

Hon. Brian Mullay, Mayor

Introduced: April 5, 2023
Public hearing: April 26, 2023
Adopted: