

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

**RESOLUTION
126 – 2023**

**TO COMPLY WITH PROMULGATIONS OF THE LOCAL FINANCE BOARD FOR
REVIEW OF THE ANNUAL (2022) AUDIT**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2022 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the Governing Body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled: General Comments, Recommendations; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled: General Comments, Recommendations as evidenced by the group affidavit form of the Governing Body; and,

WHEREAS, there were no recommendations for a corrective action plan; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board; and

WHEREAS, all members of the Governing Body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 – to wit:

R.S. 52:27BB-52 – “A local officer or member of a local governing body, who after a date fixed for compliance, fails or refuses to obey an order of the Director of Local Government Services, under the provisions of this

Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than one year, or both, in addition shall forfeit his office.”

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Clinton hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated August 9, 2023, and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

 , Acting Township Clerk

 Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

 , Acting Municipal Clerk

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

**RESOLUTION
127 – 2023**

APPOINTING A PART-TIME CODE ENFORCEMENT OFFICER

WHEREAS, an opening for the position of a part-time Code Enforcement Officer exists within the Township; and

WHEREAS, it is the opinion of the Administrator that Alfonso Carasio has the experience and expertise to successfully carry out the duties of the Code Enforcement Officer and does hereby recommend that Mr. Carasio be hired by the Township as the part-time Code Enforcement Officer

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Clinton, County of Hunterdon, State of New Jersey, that Alfonso Carasio is hereby appointed the part-time Code Enforcement Officer effective on or about July 10, 2023; and

BE IT FURTHER RESOLVED, that he shall be paid at a rate of \$25.96 per hour, with an average of up to 4 hours per week, not to exceed 8 hours per week.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, Acting Municipal Clerk

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

**RESOLUTION
128-2023**

**AUTHORIZING PURCHASING FROM FIREFIGHTER ONE FOR AMBIENT AIR
DRYER FOR THE FIRE DEPARTMENT THROUGH ARP FIREFIGHTER
GRANT.**

WHEREAS, The Fire Department is in need of a new Turnout Gear Ambient Dryer;
and

WHEREAS, The Fire Department was awarded \$49,000.00 from a reimbursable
ARP Firefighter Grant; and

WHEREAS, The Fire Department obtained three (3) quotes, Firefighter one
\$9,895.00, Ram Air \$10,264.91 and Safety & Survival Training \$12,173.50; and

WHEREAS, the Fire Chief suggests the purchase from Firefighter One in the
amount of 9,895.00; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are
available from line item 02-213-41-710-013 for amount NTE \$9,895.00; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the
Township of Clinton, County of Hunterdon, State of New Jersey, hereby authorize
the Fire Chief to accept and purchase the forementioned equipment in the amount
of \$9,895.00.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
129-2023**

**AUTHORIZING PURCHASING FROM SUPERIOR LAUNDRY EQUIPMENT
FOR MAYTAG GEAR WASHER FOR THE FIRE DEPTARMENT THROUGH
ARP FIREFIGHTER GRANT.**

WHEREAS, The Fire Department is in need of a new Turnout Gear Maytag Gear Washer; and

WHEREAS, The Fire Department was awarded \$49,000.00 from a reimbursable ARP Firefighter Grant; and

WHEREAS, The Fire Department obtained two (2) quotes, Superior Laundry Equipment \$12,562.00, and CSC Service Works \$17,786.00; and

WHEREAS, the Fire Chief suggests the purchase from Superior Laundry Equipment in the amount of \$12,562.00; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available from line item 02-213-41-710-013 for amount NTE \$12,562.00; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Clinton, County of Hunterdon, State of New Jersey, hereby authorize the Fire Chief to accept and purchase the forementioned equipment in the amount of \$12,562.00.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
130-2023**

**AUTHORIZING PURCHASING FROM STRATEGIC SAFETY DYNAMICS FOR
TURN OUT GEAR FOR THE FIRE DEPTARMENT (RICOCHET
MANUFACTURING STATE CONTRACT 17-FLEET-00828) THROUGH ARP
FIREFIGHTER GRANT.**

WHEREAS, The Fire Department is in need of a new Turnout Gear; and

WHEREAS, The Fire Department was awarded \$49,000.00 from a reimbursable ARP Firefighter Grant; and

WHEREAS, The Fire Department obtained a quote from strategic Safety Dynamics who is a supplier of Ricochet Manufacturing on NJ State 17-Fleet-00828; and

WHEREAS, the Fire Chief suggests the purchase from Strategic Safety Dynamics in the amount of \$26,543.00; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available from line item 02-213-41-710-013 for amount NTE \$26,543.00; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Clinton, County of Hunterdon, State of New Jersey, hereby authorize the Fire Chief to accept and purchase the forementioned equipment in the amount of \$26,543.00.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
131-2023**

**APPROVING THE NEW JERSEY STATE FIREMAN'S ASSOCIATION
APPLICATION TO THE ANNANDALE HOSE CO. #1**

WHEREAS, Jared Patriarca has inquired about becoming a member to the Annandale Hose Co. #1; and

WHEREAS, The Fire Department has reviewed and approved the request for Mr. Patriarca to becoming a member of the Annandale Hose Co. #1; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Clinton, County of Hunterdon, State of New Jersey, hereby approve the New Jersey State Fireman's Association Application for Jared Patriarca to the Annandale Hose Co. #1.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, Acting Municipal Clerk

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

RESOLUTION #132-2023

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF CLINTON
APPROVING THE SETTLEMENT OF LITIGATION CAPTIONED MELSKY V.
TOWNSHIP OF CLINTON ET AL., DOCKET NO. HNT-L-80-20**

WHEREAS, plaintiff Ryan E. Melsky filed a complaint on February 17, 2020 against the Township of Clinton (“Township”), former Township Administrator Jesse Landon, Clinton Township Chief of Police Thomas DeRosa, and former Mayor John Higgins (collectively, “defendants”) in the Superior Court of New Jersey, Law Division, Hunterdon County, captioned Ryan E. Melsky v. Township of Clinton, et al., Docket No. HNT-L-80-20, in which he asserted claims against defendants in connection with alleged events arising out of his employment as an officer in the Clinton Township Police Department; and

WHEREAS, defendants and the Township’s insurance carrier have at all times been prepared to vigorously defend against plaintiff’s claims through the courts and to try this matter to its conclusion; and

WHEREAS, notwithstanding defendants’ and the insurance carrier’s willingness and readiness to defend against plaintiff’s claims, they have engaged in and successfully completed settlement negotiations in an attempt to resolve these matters without further litigation costs or expenses and strains on the Township’s resources; and

WHEREAS, with the recommendation of its insurance carrier, the Township deems it appropriate and in the best interests of the public to settle the matter; and

WHEREAS, in exchange for a total payment of two hundred seventy-five thousand dollars (\$275,000.00), which payment shall be made by and through the Township's insurance carrier, plaintiff has executed a Settlement Agreement and General Release that resolves all controversies between the plaintiff and defendants, including not only the claims set forth in plaintiffs' complaint under Docket No. HNT-L-80-20, but also any and all related claims that plaintiff could have asserted against the defendants, whether presently known or unknown (see Exhibit "A" attached hereto); and

WHEREAS, the Township has not made and does not make any admission of liability, but rather has determined that settlement of plaintiff's claims on the terms set forth in the Settlement Agreement and General Release attached hereto as Exhibit A will serve the public's interest by avoiding further costs of litigation and expenditure of resources that would have been incurred in the defense of the litigation;

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

1. The findings set forth in the preamble to this resolution are hereby incorporated as if more fully restated herein.
2. The Settlement Agreement and General Release executed by plaintiff and attached hereto as Exhibit A is hereby approved, and the Township is hereby authorized to settle the subject litigation on the terms set forth therein.
3. This matter is being resolved for a total payment of two hundred seventy-five thousand dollars (\$275,000.00) to plaintiff, which payment shall be made by and through the Township's insurance carrier, with no admission of liability.
4. The Mayor is hereby authorized and directed to forthwith execute said Agreement on behalf of the Township.
5. The Mayor, Township Clerk, Township Attorney, Township Labor Counsel, and other appropriate Township staff and officials are hereby authorized to undertake any and all other acts and sign any and all other documents as shall be necessary to effectuate the terms hereof.

6. This resolution shall take effect immediately.

ATTEST:

Carla Conner, Township Clerk

Hon. Brian Mullay, Mayor

Adopted: August 9, 2023

Roll Call	Motion	Second	Aye	Nay	Abstain	Recused	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

CERTIFICATION

I, Carla Conner, Clerk of the Township of Clinton in Hunterdon County, New Jersey, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Mayor and Council of the Township of Clinton at its regular meeting held on August 9, 2023.

Carla Conner, Township Clerk

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

In consideration of all parties' promises, and intending to be legally bound, the parties hereby agree as follows:

This Settlement Agreement and General Release (the "Agreement") is entered into by and between the Township of Clinton (referred to throughout this Agreement as "Employer" or "Defendant Township") Mayor John Higgins, Jesse "Jess" Landon, and Thomas DeRosa (collectively referred to as the "Individual Defendants") and Ryan E. Melsky ("Employee" or "Plaintiff"). The term "Party" or "Parties" as used herein shall refer to Employer, Defendants or Employee, or all of them, as may be appropriate.

1. **RECITALS.** This Agreement is made with reference to the following facts:

(a) Plaintiff was formerly employed by Employer;

(b) On or about February 17, 2020, Plaintiff brought an action against Defendant Township, Jesse Landon, Thomas DeRosa, and John Higgins which is pending as Superior Court of New Jersey, Hunterdon County, Docket No. HNT-80-20 (the "Action"). In the Action, Plaintiff asserts claims for retaliation under the New Jersey Conscientious Employee Protection Act, the New Jersey Law Against Discrimination, the New Jersey Civil Rights Act; and

(c) There has been no determination on the merits of the Action. However, , in order to avoid additional cost and the uncertainty of litigation, Plaintiff, Defendant Township, and the Individual Defendants, and the Released Parties (defined hereafter) have agreed, subject to the provisions of this Settlement Agreement and Release, to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendant Township, the Individual Defendants, their insurers, reinsurers, representatives, successors and assigns, and their current and former employees, attorneys, officers and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities, contractors and consultants (collectively referred to throughout the remainder of this Agreement as the "Released Parties") as of the date of execution of this Agreement.

2. **PAYMENT.**

In consideration of the promises and other consideration described in this Agreement, Township will deliver to Aiello, Harris, Marth, Tunnero & Schiffman, P.A. on behalf of Ryan E. Melsky the gross sum of Three Hundred Thousand Dollars (\$300,000) (the "Payment"). However, should payment be made within forty-five (45) days, Plaintiff hereby agrees to accept Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) (the "Payment"), in the manner described below, which shall be in full and final settlement of all of Plaintiff's claims against the Released Parties in any capacity. At the request of Plaintiff, Defendants Township will make the Payment as follows:

One check made payable to Ryan E. Melsky in the amount of \$175,000.00 reported on a Form 1099-MISC with box #3 checked, issued to Plaintiff for physical manifestations of emotional distress and physical pain and suffering.; and

A second check payable to Aiello Harris, Marth, Tunnero & Schiffman, P.A in the amount of \$100,000.00 which will be reported on a Form 1099.

Township, through its counsel, shall deliver the Payment to Plaintiff's counsel within 45 days of the later of (1) Defendant Township's receipt of this Settlement Agreement and Release (the "Agreement") executed by Plaintiff, (2) Defendant Township's receipt of completed Tax Form (W-9) from Plaintiff (3) Receipt by Defendant Township of a clear child support judgment search (4) Receipt by all Defendants of a fully executed Stipulation of Dismissal with prejudice dismissing all claims against the Released Parties and (5) the expiration of Plaintiff's seven-day revocation period described in Section 15. In the event payment is not made within 45 days after receipt of each of these items, the Parties agree the settlement will be \$300,000.00.

Plaintiff understands and represents that Plaintiff shall be solely, individually, and completely responsible for payment of all local, state, and federal taxes owed, if any, as a result of any payments made pursuant to this Agreement. Plaintiff further agrees to fully indemnify and defend the Released Parties and hold them harmless from any claim for penalties, interest, unpaid taxes, or failure to withhold taxes related to any of the payments made under this Agreement. However, Plaintiff's obligation to defend Defendants shall not accrue until the Defendants provide Plaintiff with written notice of the tax liability and Plaintiff is given thirty (30) days to cure. Plaintiff agrees that if any of the Released Parties have to take any action to enforce this indemnification, he will be responsible to pay all reasonable attorneys fees and costs incurred by them. Plaintiff acknowledges that none of the Released Parties or any or their agents, attorneys, or representatives have made any representations concerning taxability, non-taxability, or tax consequences, if any, of the payments made pursuant to this Agreement.

(a) Plaintiff affirms that, in the event any attorneys or third parties have asserted or assert a hold or lien or other encumbrance or interest in Plaintiff's claims, demands, and causes of action against the Released Parties, Plaintiff will be responsible for paying any attorney's fees, costs, and fees associated with and otherwise satisfying that hold or lien or other encumbrance, and will hold the Released Parties and their attorneys harmless for any damages, costs or fees they incur in association with the hold or lien.

The settlement payments set forth in this paragraph will be delivered to Plaintiff's Counsel at Sebastian Ionno, Esq., Aiello, Harris, Marth, Tunnero & Schiffman, P.A., 140 S. Broadway, Suite 5, Pitman, New Jersey 08071.

3. MUTUAL RELEASE.

In consideration of the Payment and the other promises contained herein, the parties, intending to be legally bound hereby, for themselves and all of their dependents, heirs, executors, administrators, legal and/or personal representatives, successors, assigns, and agents do hereby unconditionally and irrevocably remise, release, and forever discharge the Released Parties, of and from any and all complaints, actions, liabilities, obligations, promises, agreements, controversies,

damages, claims, causes of action, lawsuits, debts, demands, costs, losses, rights, charges, any claims for unpaid or withheld wages, severance, benefits, bonuses, or commissions, and/or expenses, (including compensatory damages, emotional distress damages, personal injury damages, attorneys' fees, costs, and punitive damages), of any nature whatsoever, asserted or unasserted, known or unknown, suspected or unsuspected, which they ever had, now have, or hereafter may have against the each other by reason of any matter, act, omission, transaction, occurrence, or event that has occurred or is alleged to have occurred up to the date of this Agreement.

(a) **General Release of All Claims.** Plaintiff and his heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge the Released Parties of and from any and all claims, known and unknown, asserted or unasserted, which the Plaintiff has or may have against them as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 (as modified below);
- The Immigration Reform and Control Act;
- The Internal Revenue Code of 1986;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Families First Coronavirus Response Act, 29 C.F.R. § 826;
- The Emergency Paid Sick Leave Act;
- The Emergency Family and Medical Leave Expansion Act;
- The Coronavirus Aid, Relief, and Economic Security Act, 15 U.S.C.S. § 9001, *et seq.*;
- New Jersey Law Against Discrimination, N.J. S.A. 10:5-1, *et seq.*;
- New Jersey Civil Rights Act, N.J.S.A. 10:6-2;
- New Jersey Family Leave Act, N.J.S.A. 34:11B-4;
- New Jersey State Wage and Hour Law;
- Millville Dallas Airmotive Plant Job Loss Notification Act, N.J.S.A. 34:21-1, *et seq.*;
- New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, *et seq.*;
- New Jersey Equal Pay Law, N.J.S.A. 34:11-56.1-34:11-56.12;
- New Jersey Occupational Safety and Health Law, N.J.S.A. 34:6A-25, *et seq.*;
- New Jersey Smokers' Rights Law;
- New Jersey Opportunity to Compete Act;

- The New Jersey A1897 law concerning decriminalization of marijuana;
- Any Executive Order issued by the Governor of the State of New Jersey;
- New Jersey Genetic Privacy Act;
- New Jersey Fair Credit Reporting , N.J.S.A. 56:11-28, *et seq.*;
- New Jersey Paid Sick Leave Act, N.J.S.A. 34:11d-1, *et seq.*;
- Jake Honig Compassionate Use Medical Cannabis Act;
- New Jersey Statutory Provision Regarding Retaliation/Discrimination for Filing A Workers' Compensation Claim;
- New Jersey Public Employees' Occupational Safety and Health Act;
- New Jersey laws regarding Political Activities of Employees, Lie Detector Tests, Jury Duty, Employment Protection, and Discrimination;
- Any rule, regulation, or ordinance issued by the New Jersey Department of Health;
- Any other federal, state or local law, rule, regulation, or ordinance;
- Any public policy, contract, tort, or common law; or
- Any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

The Parties expressly acknowledge that this Agreement may be pleaded as a complete defense and will fully and finally bar all claims, known or unknown, against Defendant Township, the Individual Defendants, the Released Parties, or Plaintiff based on any matter, act, omission, transaction, occurrence, or event that has occurred or is alleged to have occurred up to the date of this Agreement.

This general release and waiver of claims excludes claims that cannot be waived by law, including the right to file a charge, or participate in an investigation in connection with a charge with the Equal Employment Opportunity Commission (EEOC) or similar governmental administrative agencies; provided, however, Plaintiff specifically waives and releases his right, if any, to any monetary recovery or other relief from any such filings against the Released Parties and will pay any recovery obtained therefrom to the Released Parties.

4. MEDICARE COVENANTS AND INDEMNIFICATION.

This Agreement is based upon a good faith determination of the parties to resolve a disputed claim. The parties have attempted to resolve this matter in compliance of both state and federal law, and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of past or future medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services ("CMS") on this settlement, or Plaintiff's eligibility or entitlement to Medicare or Medicare benefits, will not render this Agreement void or ineffective, or in any way affect the finality of this liability settlement.

Medicare Secondary Payer Rules. As a term of this Agreement, the parties have fully considered Medicare's interests pursuant to the Medicare Secondary Payer rules. In doing so, Employee affirms that as of the date Employee signs this Agreement, Employee is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Employee under this settlement, Employee agrees to (i) indemnify, defend and hold Defendant Township, Defendants and Released Parties harmless from any action by CMS relating to medical expenses of Employee, (ii) reasonably cooperate with Defendant Township, Defendants and Released Parties upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Employee is required to indemnify Defendant Township, Defendants and Released Parties under this paragraph, including costs and reasonable attorney's fees and (iii) waive any and all future actions against Defendant Township, Defendants and Released Parties for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A). However, Plaintiff's obligation to defend Defendants shall not accrue until the Defendants provide Plaintiff with written notice of the Medicare liability and Plaintiff is given thirty (30) days to cure.

5. **WITHDRAWAL OF AND FORBEARANCE FROM FILING ALL LAWSUITS AND CHARGES.**

For and in consideration of the Payment, promises, and other consideration described in this Agreement, and as a further material inducement to the Released parties to enter into this Agreement, Plaintiff hereby agrees to withdraw and dismiss WITH PREJUDICE all complaints and the lawsuit that he has filed against them in any forum, if applicable, whether before any judicial or administrative tribunal or agency whatsoever.

Accordingly, upon execution of this Agreement, Plaintiff agrees to direct his attorney to sign and execute a Stipulation of Dismissal with Prejudice provided by counsel for Defendant Township in the Superior Court matter bearing Docket No. HNT-L-80-20. Plaintiff further agrees to waive any right to receive any monetary relief in connection with the claims he has asserted against the Released Parties and any other charges or suits brought on his behalf other than the Payment.

Plaintiff additionally promises that neither he nor any person or entity claiming through or acting on his behalf will file any future claims or lawsuits against Defendant Township, the Individual Defendants or any of the other Released Parties based on any cause of action which could have been asserted in any legal proceeding or which is based on any other act, omission, or statement by Defendants or any of the Released Parties on or prior to the date of this Agreement. Plaintiff represents he has not assigned any of his claims to any person or entity.

6. **NO FUTURE EMPLOYMENT RELATIONSHIP.**

Plaintiff further warrants, covenants, and agrees that, due to irreconcilable differences that have arisen between Plaintiff and Defendant Township, the Individual Defendants the other Released Parties, he will not apply to Defendant Township or any other of the Released Parties, for hire, re-employment, rehire, recall, or reinstatement. Plaintiff acknowledges that this Agreement may constitute a complete and final reason for any subsequent denial of employment or any other employment relationship, and that this Agreement may be offered as a complete defense to any charge, claim, or cause of action for such denial.

7. **NON-ADMISSION OF LIABILITY.**

Plaintiff understands and acknowledges that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by Defendant Township, the Individual Defendants or any of the other Released Parties, either previously or in connection with this Agreement, shall be deemed or construed to be: (a) an admission of the truth or falsity of any claims heretofore made or, (b) an acknowledgment or admission by Defendant Township, the Individual Defendants, or any other Released Parties of any fault or liability whatsoever to Plaintiff or any third party. No party shall be a "prevailing party."

Defendant Township, the Individual Defendants and the other Released Parties deny that they have violated any Federal or State or local statute, rule, ordinance, regulation, or common law principle in its dealings with Plaintiff and further deny that Defendant Township, the Individual Defendants or any of the other Released Parties have injured or wronged Plaintiff in any way. Plaintiff expressly acknowledges and agrees that, by entering into this Agreement, Defendant Township, the Individual Defendants and the other Released Parties in no way admit to any liability to Plaintiff by reason of any matter. This Agreement is not and shall not be construed as an admission by Defendant Township, the Individual Defendants, or their employees, agents or representatives of any liability, responsibility, fault, or wrongdoing.

8. **NON-DISPARAGEMENT AND COMPLIANCE WITH COURT'S PROTECTIVE ORDER .**

Plaintiff and Individual Defendants agree not to make or cause to be made any untrue statements of fact or untruthful statements designed to cause financial or reputational harm to any party. The parties agree to comply with the terms of the Court's Protective Order dated August 25, 2021 unless said Order is amended or vacated by the Court.

9. **RELATED CLAIMS.**

Plaintiff agrees that he will not assist, encourage, or financially support any current or former employees of Defendants in similar claims or complaints, except as required by law.

10. **AFFIRMATIONS.**

Plaintiff affirms that he has not filed, caused to be filed, or presently is a party to any claim, complaint, or action against Defendant Township, the Individual Defendants or any of the other Released Parties in any forum. Plaintiff further affirms that he has reported all hours worked as of the date of this Release and has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, and/or benefits to which he may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions and/or benefits are due to him, except as provided in this Agreement. Plaintiff further affirms that he has no known workplace injuries or occupational diseases and/or has not been denied any leave requested under the Family Medical Leave Act or any other Federal and State Leave Laws. Plaintiff agrees he is responsible for his own attorney's fees and costs.

11. **ENTIRE AGREEMENT.**

This Agreement represents the entire agreement between the Parties, and amendments hereto shall not be effective unless they are in writing and signed by Plaintiff, Defendant Township and the Individual Defendants or their duly authorized representatives. The parties agree that they waive the rule of construction against the drafter of this Agreement. The provisions of this Agreement are several and, if any part is found to be unenforceable, the other portions shall remain fully valid and enforceable.

12. **GOVERNING LAW.**

This Agreement is made and entered into in the State of New Jersey and shall in all respects be interpreted, enforced and governed under the laws of New Jersey.

13. **COUNTERPARTS.**

This Agreement may be executed in counterparts, all of which shall constitute one and the same instrument. Electronic signatures or those by facsimile will be accepted by both parties as original signatures.

14. **HEADINGS.**

The Parties agree and acknowledge that the "Headings" underlined at the beginning of every paragraph are only used for easy of reference, and in no way are to be used to interpret other terms contained in this Agreement.

15. **KNOWING AND VOLUNTARY WAIVER.**

PLAINTIFF ACKNOWLEDGES AND CONFIRMS THAT HE HAS BEEN GIVEN THE OPPORTUNITY AND A REASONABLE AMOUNT OF TIME TO REVIEW THIS SETTLEMENT AGREEMENT AND RELEASE AND TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOICE PRIOR TO EXECUTION OF THIS AGREEMENT, AND HE HAS DONE SO;

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT AND RELEASE, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION AND BENEFITS ABOVE IN PARAGRAPH 2, PLAINTIFF, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST DEFENDANTS AND ANY OF THE RELEASED PARTIES;

HE HAS BEEN GIVEN AN OPPORTUNITY FOR AT LEAST 21 DAYS FROM THE DATE OF THE RECEIPT OF THIS SETTLEMENT AGREEMENT AND RELEASE SUBSTANTIALLY IN ITS FINAL FORM TO CONSIDER IT AND HAS SIGNED IT VOLUNTARILY ON THE DATE INDICATED.

EMPLOYEE MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH EMPLOYEE SIGNS OR ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, TO COUNSEL OF RECORD FOR EACH OF THE DEFENDANT IN THIS MATTER. THIS AGREEMENT SHALL BECOME EFFECTIVE AS TO ANY ADEA CLAIM EIGHT (8) DAYS AFTER IT IS SIGNED.

HE HAS SIGNED THIS SETTLEMENT AGREEMENT AND RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF COUNSEL RETAINED TO ADVISE HIM WITH RESPECT TO IT; AND

HE AGREES THAT THE PROVISIONS OF THIS SETTLEMENT AGREEMENT AND RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF DEFENDANTS AND PLAINTIFF.

THE PARTIES RECOGNIZE THAT THEY HAVE NOT AGREED TO KEEP THIS SETTLEMENT AND THE UNDERLYING FACTS CONFIDENTIAL. TO THE EXTENT ANY PROVISION OF THIS AGREEMENT COULD BE CONSTRUED AS REQUIRING THE PARTIES TO KEEP THIS SETTLEMENT AND THE UNDERLYING FACTS CONFIDENTIAL OTHER THAN THE COURT'S AUGUST 25, 2021 PROTECTIVE ORDER, SUCH PROVISION IS UNENFORCEABLE AGAINST THE RELEASED PARTIES IF PLAINTIFF REVEALS SUFFICIENT DETAILS OF HIS CLAIMS SO THAT THE RELEASED PARTIES, OR ANY OF THEM, IS/ARE REASONABLY IDENTIFIABLE

THE PARTIES, in intending to be legally bound, hereby execute this Settlement Agreement and Release.

PLAINTIFF
Ryan Melsky

Ryan E. Melsky

Dated: 7-31-23

DEFENDANT
Township of Clinton

By: _____

Title: _____

Dated:

DEFENDANT
Jesse Landon

Dated:

DEFENDANT
Thomas DeRosa

Dated:

DEFENDANT
John Higgins, sued in in his capacity as
Mayor

Dated:

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

**RESOLUTION
133-2023**

**ESTABLISHING THE ANNUAL SALARIES & WAGES FOR NON-CONTRACT
PERSONNEL**

BE IT RESOLVED, by the Mayor and Township Council of the Township of Clinton that the salaries of the following non-contract employees are listed below for the entire calendar year of 2023, unless otherwise specified.

<u>DEPARTMENT</u>	<u>TITLE</u>	<u>YEAR 2023</u>
<u>Administration</u>		
Conner, Carla	Municipal Clerk	\$73,560.00
Heller, Lindsay	Administrative Assistant	\$56,000.00
Galdamez, Noemi	Administrative Office Clerk	\$42,500.00
<u>Building/Construction</u>		
Petto, Thomas	Construction Code Official	\$108,701.00
Howell, Terri	Technical Assistant	\$56,645.00
Vandenberg, Robert (p/t)	Electrical Inspector	\$41.41/hour
Niro, Daniel (p/t)	Plumbing Subcode	\$21,193.00
<u>Fire Safety</u>		
Sorrentino, Christopher (p/t)	Fire Marshal	\$43,493.00
Pivinichny, Charles (p/t)	Fire Inspector	\$27.00/hour
Ur Frank (p/t)	Fire Inspector	\$27.00/hour
<u>Mayor/Council</u>		
Mullay, Brian	Mayor	\$3,523.00
Strauss, Marc	Council President	\$3,008.00
Switlyk, Amy	Councilwoman	\$3,008.00
Kochanowski, Thomas	Councilman	\$3,008.00
Glaser, William	Councilman	\$3,008.00
<u>Court</u>		
Marino, Kimberly	Court Administrator	\$76,875.00
Hettman, Savannah	Deputy Court Administrator	\$40,000.00
Stria, Jordyn	Violations Clerk	\$32,800.00
Saharic, Lisa	Violations Clerk	\$38,942.00
Erickson, Katharine	Prosecutor	\$41,000.00
Perkins, Eric	Judge	\$43,236.00

<u>DEPARTMENT</u>	<u>TITLE</u>	<u>YEAR 2023</u>
Additional Sessions/Alt Judge		\$800.00 per session

Finance

Dominijanni, Debbie	Account Clerk	\$57,949.00
Licata, Christine	Certified Financial Officer	\$107,625.00

Planning Board

Filardo, Denise	Planning Bd, B of A. Admin	\$70,383.00
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Zoning Board

Filardo, Denise	Zoning Officer	\$3,383.00
Silvia, Thomas	Deputy Zoning Officer	\$1,691.00
Carasio, Alfonso	Code Enforcement Officer	\$26.61

Police Department

DeRosa, Thomas	Chief of Police	\$168,000.00
Housel, Tracy	Receptionist	\$43,553.00
Yotcoski, Julia (p/t)	Records & Data Adm	\$23.92/hour
Carasio, Alfonso (p/t)	Special Officer	\$26.61/hour
Knutowicz, Paulette (p/t)	Administrative Agent	\$25.63/hour

Tax Assessor

Ward, Jeffrey	Tax Assessor	\$91,105.00
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Tax Collection

Centofanti, Patricia	Tax Collector	\$81,937.00
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Public Works

Meixsell, Jay	DPW Director	\$97,500.00
Burke, James	Foreman	\$66,811.00
Stavrakis, Michael	DPW Maintenance Supervisor	\$75,000.00
Weed, Kyle	Road Worker	\$46,125.00
Raddi, Joseph	Road Worker	\$40,000.00
Simon, Dakota	Parks Foreman	\$60,000.00

Recreation

Silvia, Thomas	Recreation Director	\$85,884.00
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Stipend

Meixsell, Jay	Clean Communities Coord.	\$2,500.00
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Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							

Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

TOWNSHIP OF CLINTON
COUNTY OF HUNTERDON
STATE OF NEW JERSEY

RESOLUTION
134 – 2023

**TO REFUND FOR OVERPAYMENT FOR FOOD LICENSE FOR FOOD TRUCK
EVENT AT BUNDT PARK**

WHEREAS, Taxi Cab Burger LLC. submitted a food license application for the Just Jersey Fest at Bundt Park on July 8, 2023; and

WHEREAS the food license fee for this event is \$75.00; and

WHEREAS, Taxi Cab Burger LLC., issued check #1567 in the amount of \$100.00; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Clinton, County of Hunterdon, authorize the CFO to refund Taxi Cab Burger LLC. in the amount of \$25.00 from the Board of Health Revenue Account.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, Acting Municipal Clerk

TOWNSHIP OF CLINTON
COUNTY OF HUNTERDON
STATE OF NEW JERSY

RESOLUTION
135 – 2023

APPROVING A MASTER SERVICES AGREEMENT WITH LANGUAGE LINE
SERVICES, INC.

WHEREAS, the Municipal Township Court has a need for transcribing services; and

WHEREAS Language Line Services, Inc. has sent a Master Services Agreement;

WHEREAS, the amount agreed on per minute will be \$1.70;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Clinton, County of Hunterdon, approve the Master Services Agreement with Language Line Services, Inc., for the Municipal Township Court to use.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, Acting Municipal Clerk

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

**RESOLUTION
136 – 2023**

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF CLINTON
AUTHORIZING THE QUALIFIED PURCHASING AGENT TO APPROVE
PURCHASES UNDER THE BID THRESHOLD MADE THROUGH THE NEW JERSEY
CONTACTS AND/ OR PURCHASING COOPERATIVES OF WHICH THE TOWNSHIP
IS A MEMBER.**

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and P.L.2011, c.139, the governing body may delegate the power to award purchases, contracts and/or agreements through New Jersey State Contracts and/or Purchasing Cooperatives to which the Township of Clinton is a member; and

WHEREAS, in the interest of streamlining Township operations and improving efficiency, it is the desire of the Mayor and Council to authorize the Purchasing Officer/Qualified Purchasing Agent (QPA) to approve purchases, contracts and agreements through New Jersey State Contracts and/or Purchasing Cooperatives, subject to provisions and requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and P.L.2011, c.139 below the \$40,000.00 threshold in individual purchases and the aggregate as defined by N.J.S.A.40A:11-2(19);

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

1. The Qualified Purchasing Agent (QPA) upon receipt of an identified need and direction from the Township is hereby authorized to approve purchases under the bid threshold, made under contracts and/or agreements through New Jersey State Contracts and/or Purchasing Cooperatives to which the Township of Clinton is a member without further action from Council, provided that funds are available to cover the expenditure.
2. Purchase approvals made by the Qualified Purchasing Agent (QPA) by virtue of the adoption of this Resolution shall be subject to the provisions and requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and that no amount of any contract shall be in excess of the bid threshold in a single purchase or the aggregate without express individual resolutions authorizing such cooperative purchases by contract number.
3. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Business Administrator
 - B. Chief Financial Officer
 - C. Purchasing Agent

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
137-2023**

**AUTHORIZING PURCHASING FROM BSN SPORTS FOR BATTING CAGES
FOR THE RECREATION DEPARTMENT. OMNIA PARTNERS #R201101**

WHEREAS, The Recreation Department has requested to purchase batting cages; and

WHEREAS, Capital Ordinance 1186-2023 was approved for various equipment which included \$24,000.00 for Recreation Equipment; and

WHEREAS, BSN Sports was awarded for OMNIA Partners contract # R201101 for the forementioned equipment; and

WHEREAS, the Recreation Director's estimate for the equipment is \$24,005.00; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available from line item 04-215-55-921-002 for amount NTE \$24,000 and 01-201-28-370-284 for amount NTE \$5.00; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Clinton, County of Hunterdon, State of New Jersey, hereby authorize the Recreation Director to accept and purchase the forementioned equipment in the amount of \$24,005.00.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
138-2023**

**AUTHORIZING THE RETURN OF PREMIUM REFUNDS ON
LIEN REDEMPTIONS**

WHEREAS, liens on properties located in the Township of Clinton have been redeemed; and

WHEREAS, Tax Collector, Patricia Centofanti requests Mayor and Council approve the premium refunds required.

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

1. Checks shall be issued for the properties listed below, such checks representing premium refunds on tax liens.

<u>Block</u>	<u>Lot</u>	<u>Certificate</u>	<u>Vendor</u>	<u>Premium</u>
82.11	11.0507	2022-005	Bala Partners LLC	2200.00
			PO Box 303	
			Pottersville, NJ 07979	
			TOTAL	\$2200.00

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
139-2023**

TO RELEASE CERTAIN PERFORMANCE GUARANTEES AND ESCROWS

BE IT RESOLVED that certain performance guarantees and escrows have been recommended by the Construction Department and Township Engineer to be released.

NOW, THEREFORE BE IT RESOLVED that the following refunds be issued:

Amount	Block / Lot	Applicant	Type of Permit
\$2,000.00	19/25.08	Kunal/Ruchi Chandel	Performance Guarantee

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
140-2023**

WHEREAS, the Township of Clinton is concerned with the health and welfare of its employees; and

WHEREAS, to this end, the Township of Clinton desires to provide its employees with access to counseling and rehabilitation services.

NOW THEREFORE, BE IT RESOLVED, this 9th day of August 2023 as follows:

1. The Township of Clinton will accept the agreement with the State Department of Personnel to provide to all union employees and non-union employees with NJ Employees Advisory Services effective July 1, 2023, to June 30, 2024, with an Annual Agency Service Fee of \$570 and all workshop or emergency response service billed at \$300 per initial session.
2. The Mayor and Council acknowledges the terms and conditions for administering the agreement with NJ Employee Advisory Service.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
141-2023**

REFUND PERC TEST

BE IT RESOLVED that certain refunds be returned to the applicant per the Construction Official and Township Engineer.

NOW, THEREFORE BE IT RESOLVED that the following refunds be issued:

Amount	Block / Lot	Applicant	Type of Permit
\$ 250.00	3/3	Dianne Storey	Perc

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
142 – 2023**

**AUTHORIZING ROAD REPAIRS FOR VARIOUS ROADS WITH TILCON NY,
MMCPCC CONTRACT #6 (Amendment to Resolution #106-2023)**

WHEREAS, due to continued deterioration of various roads that is beyond the ability of our Public Works Department to repair, there exists a need to engage an outside contractor; and,

WHEREAS, after consulting with the Township Engineer and the Public Works Director, it has been determined that the most cost-effective way to accomplish these repairs is through the use of the Morris County Cooperative; and,

WHEREAS, Tilcon NY was awarded the paving and milling contract with the Morris County Co-op for 2023; and,

WHEREAS, the not to exceed amount for these repairs is \$792,421.85, which includes a 20% of cost added for change orders; and,

WHEREAS, the funds are available as evidenced by the Chief Finance Officer’s certification; and,

NOW, THEREFORE, BE IT RESOLVED, that the Township Administrator is hereby authorized to contract with Tilcon NY through their contract with the Morris County Co-op Contract #6 to repair various roads in the Township of Clinton, in an amount not to exceed \$792,421.85.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
143-2023**

**APPROVING SHARED SERVICES AGREEMENT WITH NORTH HUNTERDON-
VOORHEES BOARD OF EDUCATION FOR LAW ENFORCEMENT OFFICER**

BE IT RESOLVED, by the Governing Body of the Township of Clinton, County of Hunterdon, State of New Jersey, that:

1. The Township of Clinton is hereby authorized to enter into a shared services agreement with the North Hunterdon-Voorhees Board of Education for the assignment of a Township law enforcement officer to North Hunterdon High School up to forty (40) hours per week during the 2023-2024 school year, for a pro-rated payment of \$151,033.76 by the Board of Education to the Township, and upon on the terms and conditions set forth in the agreement attached hereto.
2. The Mayor and Clerk are hereby authorized to execute the said agreement on behalf of the Township.
3. The agreement shall take effect upon the adoption of authorizing resolutions by both the Township and the Board of Education, and the execution of the agreement by both parties.
4. The Clinton Township Clerk shall cause a copy of this resolution and the fully executed agreement to be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs for informational purposes.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
144-2023**

**SUPPORTING THE 2023 UDRIVE, UTEXT, UPAY, DISTRACTED DRIVING
CRACKDOWN FOR AUGUST AND SEPTEMBER**

WHEREAS, distracted driving is a serious, life-threatening practice that is preventable; and

WHEREAS, distracted driving can result in injuries and deaths to all road users (motorists, pedestrians and bicyclists); and

WHEREAS, distracted driving occurs when drivers divert their attention away from the task of driving to focus on another activity instead; and

WHEREAS, from 2011-2020 distracted driving-related crashes resulted in 32,000 deaths on our nation’s roads; and

WHEREAS, in New Jersey distracted driving was listed as a contributing circumstance in 50-percent of all motor vehicle crashes from 2016-2020; and

WHEREAS, the State of New Jersey will participate in the nationwide *Distracted Driving 2023 Crackdown* for August and September in an effort to raise awareness and decrease driver distraction through a combination of enforcement and education; and

WHEREAS, the national slogan for the campaign is *UDrive. UText. UPay.* and

WHEREAS, a reduction in distracted driving in New Jersey will save lives on our roadways;

NOW THEREFORE, BE IT RESOLVED, that Clinton Township declares it’s support for the *Distracted Driving 2023 Crackdown* both locally and nationally for the months of August and September and pledges to increase awareness of the dangers of distracted driving.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

, Acting Township Clerk

Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 10th day of August 2023.

, Acting Municipal Clerk

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

**RESOLUTION
145-2022**

**APPROVING SHARED SERVICES AGREEMENT WITH THE NORTH
HUNTERDON-VOORHEES BOARD OF EDUCATION FOR CLASS III
SPECIAL LAW ENFORCEMENT OFFICERS**

WHEREAS, in 2007, the legislature adopted the "Uniform Shared Services and Consolidation Act," N.J.S.A. 40A:65-1 et seq., to create a new shared services statute to effectuate agreements between local units for any service or circumstance intended to reduce property taxes through the reduction of local expenses and to effectuate agreements between local units for any service or circumstance that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, the North Hunterdon-Voorhees Board of Education ("Board of Education") and the Township of Clinton ("Township") desire to provide the services of Class III Special Law Enforcement Officers assigned to North Hunterdon High School ("NHHS");

WHEREAS, section 4-52E of the "Code of the Township of Clinton" authorizes the Township Mayor and Council to "appoint and reappoint special law enforcement officers pursuant to N.J.S.A. 40A:14-146.9 et seq. for terms not to exceed one year" and upon action by both parties, this Agreement may be renewed for an additional one-year term, July 1, 2022 to June 30, 2023; and

WHEREAS, N.J.S.A. 40A:14-146.11 in turn authorizes municipalities to appoint several different classes of special law enforcement officers, including "Class Three" officers, who "shall be authorized to exercise full powers and duties similar to those of a permanent, regularly appointed full-time police officer while providing security at a public or nonpublic school or a county college on the school or college premises during hours when the public or nonpublic school or county college is normally in session or when it is occupied by public or nonpublic school or county college students or their teachers or professors"; and

WHEREAS, the Township recognizes the potential benefits of this program to the citizens of the Township and to the students and staff of NHHS;

WHEREAS, the Mayor and Council finds that it is in the best interests of its residents and students to establish this program; and

WHEREAS, to that end, the Township wishes to enter into a shared services agreement with the Board of Education pursuant to the Uniform Shared Services Act, N.J.S.A. 40A:65-1 et seq.;

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

1. The preamble to this resolution is hereby incorporated as if more fully set forth herein.
2. The Township of Clinton is hereby authorized to enter into a shared services agreement with the North Hunterdon-Voorhees Board of Education for the assignment of up to four officers to North Hunterdon High School during the hours when school is in session as well as during the times immediately prior to and immediately after school is in session, and upon on the terms and conditions set forth in the agreement attached hereto.
3. The Mayor and Clerk are hereby authorized to execute the said agreement on behalf of the Township, or such other substantially similar agreement, the terms and form of which shall have been reviewed and approved by the Township Attorney.
4. The Mayor, Administrator, Clerk, Township Attorney, Officer in Charge, and other appropriate officers, employees, and professionals, are hereby authorized and directed to prepare and execute any and all other documents and undertake any and all acts necessary to effectuate the terms hereof.
5. The agreement shall take effect upon the adoption of authorizing resolutions by both the Township and the Board of Education, and the execution of the agreement by both parties.
6. The Clerk shall cause a copy of this resolution and the fully executed agreement to be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs for informational purposes.

Roll Call	Motion	Seconded	Ayes	Nays	Recuse	Abstain	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

ATTEST:

 , Acting Township Clerk

 Brian Mullay, Mayor

Adopted: August 9, 2023

CERTIFICATION

I, _____, Acting Municipal Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution duly authorized by the Mayor and Council on this 9th day of August 2023.

, *Acting Municipal Clerk*

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

**RESOLUTION
146-2023**

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF CLINTON
APPOINTING LINDSAY HELLER AS ACTING TOWNSHIP CLERK**

WHEREAS, N.J.S.A. 40A:9-133a requires every municipality in New Jersey to have a clerk, and further provides that anyone appointed to the position of clerk must hold a registered municipal clerk certificate; and

WHEREAS, N.J.S.A. 40A:9-133b provides, however, that “within 90 days of the occurrence of a vacancy in the office of municipal clerk by reason of the departure of a registered municipal clerk, the governing body may appoint a person who does not hold a registered municipal clerk certificate to serve as acting municipal clerk for a period not to exceed one year and commencing on the date of the vacancy,” and further provides that “[a]ny person so appointed may, with the approval of the Director of the Division of Local Government Services in the Department of Community Affairs, be reappointed as acting municipal clerk for a maximum of two subsequent one-year terms following the termination of the temporary appointment”; and

WHEREAS, due to the resignation of the Township’s current Clerk, the position of clerk will become vacant on August 11, 2023; and

WHEREAS, the Council wishes to appoint Lindsay Heller, who does not yet hold a registered municipal clerk certification, to serve as the Township’s Acting Clerk for one-year term beginning on August 11, 2023, and ending on August 10, 2024, as expressly authorized by N.J.S.A. 40A:9-133b;

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

1. The findings set forth in the preamble to this resolution are hereby incorporated as if more fully restated herein.
2. Pursuant to N.J.S.A. 40A:9-133b, Lindsay Heller is hereby appointed to serve as the Township’s Acting Clerk for one-year term beginning on August 11, 2023 and ending on August 10, 2024.
3. The Mayor, Township Administrator, Township Attorney, and other appropriate Township staff and officials are hereby authorized and directed to execute any and all documents and to undertake any and all acts as shall be necessary to effectuate the terms hereof.
4. This resolution shall take effect immediately

ATTEST:

, Township Clerk

Hon. Brian Mullay, Mayor

Adopted: August 9, 2023

Roll Call	Motion	Second	Aye	Nay	Abstain	Recused	Absent
Brian Mullay, Mayor							
Marc Strauss, Council President							
Bill Glaser, Councilman							
Tom Kochanowski, Councilman							
Amy Switlyk, Councilwoman							

CERTIFICATION

I, _____, Clerk of the Township of Clinton in Hunterdon County, New Jersey, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Mayor and Council of the Township of Clinton at its regular meeting held on August 9, 2023.

, Township Clerk