

ORDINANCE 2025 - 1

AN ORDINANCE APPROPRIATING THE SUM OF \$620,000 (\$184,000 FROM THE 2023 NJ DOT MUNICIPAL ROAD AID PROGRAM AND \$183,348 FROM THE 2025 NJ DOT MUNICIPAL ROAD AID PROGRAM AND \$252,652 CURRENTLY LOCATED WITHIN THE CAPITAL IMPROVEMENT FUND OF THE GENERAL CAPITAL FUND OF THE TOWNSHIP OF UNION, HUNTERDON COUNTY, STATE OF NEW JERSEY) FOR IMPROVEMENTS TO BAPTIST CHURCH ROAD SECTIONS 4 & 5

WHEREAS, there is currently within the 2025 Capital Fund of the Township of Union, County of Hunterdon, State of New Jersey, an item entitled Capital Improvement Fund; and

WHEREAS, there is in this fund at least \$252,652 and

WHEREAS, the Township Committee of the Township of Union has deemed it necessary for improvement to Baptist Church Road Section 4 & 5;

NOW, THEREFORE, BE IT RESOLVED AND ENACTED by the Township Committee of the Township of Union, County of Hunterdon, State of New Jersey, that:

SECTION 1. The Township of Union is receiving aid from the New Jersey Department of Transportation in the amount of \$184,000 2023 MA Grant and \$183,348 2025 MA Grant) to be used for the funding of the aforementioned project; therefore, is hereby appropriated from the Capital Improvement Fund of the 2025 General Capital Fund the sum \$252,652 as follows:

State Allocation	\$367,348
Local Share:	<u>\$252,652</u>
Total	\$620,000

SECTION 2. Proceeds from any State or Federal grant(s), in addition to the amount referenced above, will be applied towards the cost of the ordinance.

SECTION 3. All Ordinances or parts of Ordinances, which are inconsistent with the terms of the Ordinance, be and the same are hereby repealed to the extent of their inconsistency.

SECTION 4. There is no debt incurred by this ordinance.

SECTION 5. This Ordinance shall take effect after proper passage and publication in accordance with law.

BY: _____
David DeGiralamo, Mayor

ATTEST: _____
Ella M. Ruta, RMC, Municipal Clerk

First Reading: January 22, 2025
Publication/in Full:
Second Reading:
Publication/Title Only:

RESOLUTION #2025-

**UNION TOWNSHIP; HUNTERDON COUNTY
TONNAGE GRANT APPLICATION for 2024**

WHEREAS, The Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, The New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, A resolution authorizing this municipality to apply for such tonnage grants for calendar year **2024** will memorialize the commitment of this municipality to recycling and to indicate the assent of the Township Committee of the Township of Union, Hunterdon County to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is property completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union, Hunterdon County, hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Matt Boyden to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

Resolution #2025 -

UNION TOWNSHIP, HUNTERDON COUNTY
2024 RESERVE BUDGET APPROPRIATION TRANSFER(S)

Be it resolved by the Township Committee of the Township of Union, County of Hunterdon, State of New Jersey, that there are insufficient funds to meet the demands necessary for the 2024 Reserve Appropriations, in the following accounts:

TO: RECREATION OE	10537020A	\$ 2,000.00
LEGAL OE	10515520A	2,500.00
PLANNING BOARD OE	10518020A	6,000.00
	TOTAL	\$10,500.00

WHEREAS, the following account(s) have sufficient excess funds to meet such demands:

FROM:		
EMPLOYEE GROUP INS.	10522020A	\$ 2,500.00
BUILDING & GROUNDS	10531020A	8,000.00
	TOTAL	\$ 10,500.00

BE IT RESOLVED that in accordance with the provisions of R.S. 40A: 4-58 the Chief Financial Officer is hereby authorized to make the transfer(s) required to meet the obligations of Union Township.

RESOLUTION 2025 - _____

**Escrow Balance Refund – Airosmith, Inc.
Block 11 Lot 12
16 Route 173
Clinton, NJ 08809
Zoning Application 2024-107
AT & T Cell Tower Antenna Modification**

WHEREAS, Airosmith, Inc. did post an escrow for Block 11 Lot 12, and

WHEREAS, the zoning application is complete, and all invoices have been paid, and

WHEREAS, there is a remaining balance of \$3,594.50 in the escrow account,

NOW, THEREFORE, BE IT RESOLVED that the balance of the escrow account, in the amount of \$3,594.50 be refunded to Airosmith, Inc.

BE IT FURTHER RESOLOVED, that this resolution shall take effect immediately.

RESOLUTION #2025-XX

TOWNSHIP OF UNION, COUNTY OF HUNTERDON, STATE OF NEW JERSEY

WHEREAS, the Township of Union (Hunterdon County) desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately 100,000.00 to carry out a project for recreation site improvements at Finn Road Park.

Be it therefore RESOLVED,

- 1) That the governing body of the Township of Union, in the County of Hunterdon, State of New Jersey, does hereby authorize the application for such a grant; and,
- 2) Recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Township of Union and the New Jersey Department of Community Affairs.

Be it further RESOLVED, that the persons whose name, titles, and signature appear below are authorized to sign the application, and that they or their successors n said titles are authorized to sign the agreement, and any other documents necessary in connect therewith:

RESOLUTION #2025-

**Township of Union
Hunterdon County, New Jersey**

**RESOLUTION APPROVING AND CONFIRMING THE APPOINTMENT OF George J. Boetsch AS MEMBER
OF THE PATTENBURG VOLUNTEER FIRE COMPANY**

WHEREAS, the Pattenburg Volunteer Fire Company (“fire company” or “PVFC”) has been authorized and established as the official fire department for the Township of Union (“Township”), as set forth in sections 2-14.1 through 2-14.11 of the “Revised General Ordinances of the Township of Union, 2001” (“Township Code”); and

WHEREAS, pursuant to section 2-14.2a of the Township Code, officers and members of the fire company “shall be chosen and admitted to membership in accordance with the bylaws of the Fire Company, subject to approval and confirmation by the Township Committee”; and

WHEREAS, application dated December 2, 2024, submitted to Personnel Administrator Brennan, PVFC has requested that the Township Committee of the Township of Union (“Township Committee”) approve and confirm the appointment of **George J. Boetsch** as a new member of the fire company; and

WHEREAS, Personnel Administrator has confirmed that PVFC provided the documentation and certifications required pursuant to sections 2-14.2d and 2-14.2e of the Township Code; and

WHEREAS, the Township Committee finds that **George J. Boetsch** possesses the necessary qualifications for membership in the fire company;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union in Hunterdon County, New Jersey as follows:

1. The findings set forth in the preamble to this resolution are hereby incorporated as if fully restated herein.
2. **George J. Boetsch** is hereby approved and confirmed as a new member of the Pattenburg Volunteer Fire Company.
3. This resolution shall take effect immediately.

RESOLUTION #2025-

**Township of Union
Hunterdon County, New Jersey**

RESOLUTION APPROVING AND CONFIRMING THE APPOINTMENT OF Marco G. Nassi AS MEMBER OF THE PATTENBURG VOLUNTEER FIRE COMPANY

WHEREAS, the Pattenburg Volunteer Fire Company (“fire company” or “PVFC”) has been authorized and established as the official fire department for the Township of Union (“Township”), as set forth in sections 2-14.1 through 2-14.11 of the “Revised General Ordinances of the Township of Union, 2001” (“Township Code”); and

WHEREAS, pursuant to section 2-14.2a of the Township Code, officers and members of the fire company “shall be chosen and admitted to membership in accordance with the bylaws of the Fire Company, subject to approval and confirmation by the Township Committee”; and

WHEREAS, application dated August 26, 2024, submitted to Personnel Administrator Brennan, PVFC has requested that the Township Committee of the Township of Union (“Township Committee”) approve and confirm the appointment of **Marco G. Nassi** as a new member of the fire company; and

WHEREAS, Personnel Administrator has confirmed that PVFC provided the documentation and certifications required pursuant to sections 2-14.2d and 2-14.2e of the Township Code; and

WHEREAS, the Township Committee finds that **Marco G. Nassi** possesses the necessary qualifications for membership in the fire company;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union in Hunterdon County, New Jersey as follows:

1. The findings set forth in the preamble to this resolution are hereby incorporated as if fully restated herein.
2. **Marco G. Nassi** is hereby approved and confirmed as a new member of the Pattenburg Volunteer Fire Company.
3. This resolution shall take effect immediately.

RESOLUTION #2025-

**Township of Union
Hunterdon County, New Jersey**

RESOLUTION APPROVING AND CONFIRMING THE APPOINTMENT OF Ryan W. Kimmick AS MEMBER OF THE PATTENBURG VOLUNTEER FIRE COMPANY

WHEREAS, the Pattenburg Volunteer Fire Company (“fire company” or “PVFC”) has been authorized and established as the official fire department for the Township of Union (“Township”), as set forth in sections 2-14.1 through 2-14.11 of the “Revised General Ordinances of the Township of Union, 2001” (“Township Code”); and

WHEREAS, pursuant to section 2-14.2a of the Township Code, officers and members of the fire company “shall be chosen and admitted to membership in accordance with the bylaws of the Fire Company, subject to approval and confirmation by the Township Committee”; and

WHEREAS, application dated November 15, 2024 submitted to Personnel Administrator Brennan, PVFC has requested that the Township Committee of the Township of Union (“Township Committee”) approve and confirm the appointment of Ryan W. Kimmick as a new member of the fire company; and

WHEREAS, Personnel Administrator has confirmed that PVFC provided the documentation and certifications required pursuant to sections 2-14.2d and 2-14.2e of the Township Code; and

WHEREAS, the Township Committee finds that Ryan W. Kimmick possesses the necessary qualifications for membership in the fire company;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union in Hunterdon County, New Jersey as follows:

1. The findings set forth in the preamble to this resolution are hereby incorporated as if fully restated herein.
2. Ryan W. Kimmick is hereby approved and confirmed as a new member of the Pattenburg Volunteer Fire Company.
3. This resolution shall take effect immediately.

RESOLUTION #2025-

AGREEMENT for Municipal Advisor and Continuing Disclosure Services

THIS AGREEMENT (the “Agreement”), made and entered into on January 1, 2025, by and between Union Township, 140 Perryville Road, Hampton, NJ 08827-9717 (the “Client”), and Phoenix Advisors, 2000 Waterview Drive - Suite 101, Hamilton, NJ 08691 (“Phoenix Advisors”),

WITNESSETH:

WHEREAS Phoenix Advisors has expertise across a variety of disciplines, including but not limited to municipal advisor services, continuing disclosure, rating agency surveillance, project finance, debt management and financial consulting, and being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), is qualified to perform such professional services;

WHEREAS the Client desires to engage Phoenix Advisors, or its successors or assigns, to perform the professional services set forth in the exhibits hereto; and

WHEREAS the terms and conditions under which Phoenix Advisors will provide such services to the Client are set forth herein;

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

General. Phoenix Advisors will perform the professional services set forth in the exhibits hereto.

Term. This Agreement shall have a term of one (1) year from the effective date noted above. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

General Compensation. The client agrees to the compensation schedule as set forth in the exhibits hereto. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

Professional Qualifications for Municipal Advisor Services. Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB. Any Phoenix Advisors professional providing municipal advisory advice to our clients must hold a Series 50 Municipal Advisor Representative license. Phoenix Advisors professionals who supervise the provision of municipal advisory advice must hold a Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensees are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

Disclosure of Conflicts of Interest. The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth in the exhibits hereto.

Limitation of Liability. Under federal regulations, Phoenix Advisors has a fiduciary duty to our clients. We utilize extensive market data when providing advice regarding a financing, and we will bring our experience and available resources to bear to achieve a successful closing of your transaction. After closing, market movement, or other changing circumstances in the marketplace over which Phoenix Advisors has no control, may occur. While neither positive nor negative market movement can be guaranteed, Phoenix Advisors shall not be held responsible for any market realities that may negatively affect your financing. By understanding and accepting these limitations, the Client is *not* waiving any of its legal rights under applicable securities laws, nor any other laws the Client may be legally prevented from waiving.

Entire Agreement. The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

Successors and Assignees. The Agreement shall be binding upon and inure to the benefit of the parties hereto. This Agreement may be assigned by Phoenix Advisors or the Client to any entity which acquires all, or substantially all, of Phoenix Advisors' assets and key personnel.

Severability and Survival. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. The covenants set forth above shall survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

Union Township

By: _____
Authorized Signatory

PHOENIX ADVISORS

By: *Bryan Morris*
Bryan Morris, Managing Director

EXHIBIT I - CONTINUING DISCLOSURE OVERVIEW OF SERVICES

Phoenix Advisors has offered comprehensive continuing disclosure services since 2012. Under SEC Rule 15c2-12 (the “Rule”), issuers of municipal debt must regularly make secondary market disclosure of financial information and other disclosable events, as described in the continuing disclosure undertakings in the Official Statements that accompany their debt issues. With the cooperation of the client, Phoenix Advisors compiles the required information, files it in a timely fashion and provides confirmation of the filing for client records to demonstrate compliance with the Rule.

- **Codify Issues That Are Subject to Continuing Disclosure** ○ Obtain and examine the Client’s Official Statements relating to its outstanding bond issues to research the requirements found in the prior undertakings.
 - Review the Client’s financial statements for information concerning debt and lease obligations and other relevant obligations.
 - Discuss with the Client its filing and/or reporting obligations.
- **Disclosure Obligation & Debt Service Schedule Setup** ○ Capture critical data concerning continuing disclosure requirements and filings, along with principal and interest debt service payments for our proprietary database.
 - Apply database functions to each outstanding financial obligation with filing requirements.
 - Provide initial report to the Client to review and confirm for accuracy.
 - On an ongoing basis, enter into our database new financial obligations of which the Client has made us aware.
- **Monitor, React and Meet Filing Deadlines** ○ Actively monitor the Client’s unique deadlines to ensure timely filing of required documents.
 - When possible, gather required documents from public sources, e.g., state and local websites.
 - Provide database-generated messages to give the Client sufficient advance notice of approaching filing deadlines. ○ Contact the Client by phone or email to pursue missing documents.
 - Monitor the evolving regulatory environment, including collaboration with the bond counsel community regarding interpretations and materiality.
- **File Financial and Operating Data** ○ File Operating Data in addition to filing Audited Financial information.
 - Work with the Client to assure that Operating Data reports, as filed, meet the requirements of the Client’s prior undertakings.
 - If necessary, prepare the required Operating Data document to be filed in accordance with the Client’s prior undertakings.
- **Confirm Filings to Client Promptly** ○ Forward to the client MSRB submission confirmations for disclosure filings made on EMMA.
 - Record and maintain EMMA filings in our proprietary database.
- **File Documents Uniformly, Accurately and Promptly** ○ Use consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology.
 - Associate filings with appropriate CUSIP numbers on EMMA. ○ File documents on EMMA within forty-eight (48) hours of receipt.
 - In concert with the Client, identify relevant documents not required to be filed under the Client’s prior undertakings and file them as voluntary submissions on EMMA. These may include budgets, debt statements, unaudited financial statements and bank loans.

- **Disclosure Events and Timely Filing of Notices**
 - Proactively monitor rating agency news and web sites for rating changes that affect the Client and file appropriate disclosure event notices on EMMA.
 - Proactively monitor rating changes affecting bond insurers or credit enhancement programs, e.g., state school bond enhancement programs, to determine which, if any, of the Client's bonds are affected and file appropriate disclosure event notices.
 - File event notices for the various disclosure events identified by the Rule on the Client's relevant financial obligations that are impacted.

- **Provide a Comprehensive Filing Report Each Year**
 - Annually prepare a continuing disclosure summary report containing each issue for which there is a continuing disclosure obligation, each required filing made and each disclosure event notice filed on the Client's behalf during the reporting year.
 - Include in the summary report a (5) year history of the Client's filings.
 - Prior to the publication of an offering document relating to municipal securities, the Continuing Disclosure Agent, if made aware of such offering, will prepare an interim report for the Client to review for completeness and accuracy.
 - The interim report will provide the basis for certain disclosures made in the offering document. The Continuing Disclosure Agent, bond counsel and other interested parties are entitled to rely upon the interim report.

- **Serve as your Liaison to DTCC**
 - Debt service payments must be on time, in the correct amounts and with the correct references, in order to avoid clean up administration and reporting that can unnecessarily alarm investors.
 - Phoenix Advisors acts as an interface to facilitate the timely allocation and processing of funds through the complexities of DTC's rigid systems.
 - Leverage our existing relationships with DTC staff to help demystify their inner workings and guide you through the complexities of dealing with your book-entry principal and interest payments.
 - Provide timely reminders of your principal and interest payments through our Debt Caddie program, if applicable. Please note that at this time Debt Caddie is not yet available for private leases or loans, conduit debt issuances or Authority transactions.
 - Debt Caddie provides the Client with a detailed payment reminder with itemized principal and interest amounts due (per issue and in the aggregate, if applicable), for cross-checking against your own records and the payee's.
 - The Client will receive a separate reminder for each scheduled payment date throughout the contract year.

Client Responsibilities

- The occurrence of a disclosure event may not be apparent to the Continuing Disclosure Agent. It is ultimately the Client's responsibility to notify the Continuing Disclosure Agent of any reportable event.
- Clients are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Client to notify the Continuing Disclosure Agent when the Client is so notified by the rating agencies or other entities.
- It is the responsibility of the Client to review submission confirmations for accuracy and completeness and retain copies of submission confirmations in its files.

- The Client must review the annual continuing disclosure summary report and relay to the Continuing Disclosure Agent within ten (10) calendar days any error, discrepancy, omission or concern relating to the accuracy or completeness of the report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Client, the report is accepted by the Client as accurate and complete.
- If this process requires collaboration with any of the Client's other retained professionals, any fees of those professionals are solely the responsibility of the Client.
- It is essential that the Client notify Phoenix Advisors within ten (10) calendar days of the occurrence of any disclosure event requiring the filing of an event notice under the Rule or the Client's prior undertakings.

The disclosure events requiring such notification include:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- vii. Modifications to rights of security holders, if material;
- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the securities, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

EXHIBIT II - COMPENSATION

Phoenix Advisors has a fiduciary duty to put your interests first in all matters relating to our engagement. There is no separate fee or obligation related to the appointment of Phoenix Advisors as your Municipal Advisor and Continuing Disclosure Agent, other than the fees for Continuing Disclosure Services noted below. As your Municipal Advisor and Continuing Disclosure Agent, we remain available to answer general questions concerning outstanding debt issues, market

conditions, or to prepare preliminary project analyses or review financing proposals, as requested. **Note that you will only be invoiced for Continuing Disclosure Services if you have a bond, note, lease or bank loan obligation outstanding during the contract year.**

FEES FOR CONTINUING DISCLOSURE SERVICES:

- ✦ \$1,600 base fee (for up to 3 outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
- ✦ \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
- ✦ \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
- ✦ \$250 for each Notice of Redemption made in connection with an outstanding term bond maturity.
- ✦ All fees are accumulated and invoiced towards the end of the relevant year.

If you request municipal advisor services for a specific engagement, such as the issuance of bonds, notes or leases, various financial consulting services or rating agency surveillance, as more fully described herein, you will receive a separate engagement letter. Non-hourly compensation is **all-inclusive** – we do **not** charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification. Costs associated with debt issuance are customarily included in the bond authorization and would likely not be part of your current budget expenses. The details of compensation and municipal advisor services provided will be clearly delineated in the engagement letter.

EXHIBIT III - MSRB REQUIRED DISCLOSURES

Phoenix Advisors is a licensed municipal advisor duly registered with the Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor’s management or advisory personnel. There is one disciplinary event regarding Phoenix Advisors detailed in the firm’s Form MA, filed with the SEC, concerning the archiving of text messages. No events have been filed on any Form MA-I associated with personnel of Phoenix Advisors. The MSRB’s website is www.msrb.org and the Municipal Advisor Client Brochure is at www.msrb.org/sites/default/files/MSRB-MA-ClientsBrochure.pdf. SEC forms MA and MA-I are available on the SEC’s EDGAR website at www.sec.gov/edgar/searchedgar/companysearch.

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

General Mitigation of Conflicts. Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

Other Business Lines. Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

Other Municipal Advisory Relationships. Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

Third-Party Service Providers. From time to time, third-party service providers or vendors may host informative conferences, seminars and other functions (namely the annual conferences of BAM and AGM, the two major bond insurance providers) that are attended by industry participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.

Non-Exclusive Relationship. Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

Ongoing Disclosure. All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

Compensation-Based Potential Conflicts. MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

Fixed Plus Variable Fee Contingent Upon Closing. Compensation includes both a fixed fee component and variable fee component, and the payment of such fees shall be contingent upon the delivery of the issue. This form of compensation may present a potential conflict of interest because, in certain circumstances, it could result in the recommendation of less time-consuming alternatives, failure to perform a thorough analysis of alternatives or a larger than necessary par amount.

Variable Fee Contingent Upon Closing. Compensation is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive to recommend a financing that is unnecessary, disadvantageous, or includes a larger than necessary par amount.

Fixed Fee Contingent Upon Closing. Compensation is a fixed amount and the payment of such fees shall be contingent upon the delivery of the issue. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally

contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

Hourly. Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

If you have any questions about your relationship with Phoenix Advisors, call your Municipal Advisor professional at 866-291-8180

Note: The following overviews are not formal Scopes of Services. For a specific engagement, a more detailed Scope of Services tailored to the actual services requested will be provided.

EXHIBIT IV - OVERVIEW OF ADDITIONAL SERVICES

DEBT ISSUANCE

At Phoenix Advisors, we believe the client deserves a complete understanding of the municipal debt issuance process. We guide you through the marketplace, addressing any questions and concerns at each juncture. There are various types of debt financing available to municipal issuers, including general obligation bonds, notes, leases, bank loans, ESIPs and State/Federal loan programs, to name a few. Our primary objectives are to develop a strategic plan that fits your needs, to coordinate the financing process, to take an active, constructive role on your behalf in the execution of the transaction, and to provide post-issuance analysis and administration. As Municipal Advisor for an issuance of debt, we perform the following:

1. Develop a strategic plan that fits your needs.
 - Design a sound plan of finance that considers your existing financial strengths and growth patterns to ensure the success of the current and future transactions.
 - Assess the cost-benefit of available financing options, structures & concepts.
 - Recommend appropriate structure, terms, credit enhancements and timing-to-market.
 - Prepare clear and concise public presentations to State oversight boards, governing bodies, rating agencies or bond insurers.
2. Coordinate the financing process.
 - Establish a timeline identifying key events, dates, and responsibilities.
 - Manage communication and workflow transparently among the working group.
 - Contribute to preparation of the Official Statement and other required offering documents consistent with market standards and satisfactory to interested parties.
 - Develop rating agency strategy, researching and preparing a comprehensive rating presentation to obtain the best possible result. **(See Rating Agency Expertise herein.)**
 - Prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services, if necessary.

3. Execute the transaction.
 - Utilize real-time market statistics and reference points to evaluate the market environment and determine suitable timing, terms, and structure.
 - Coordinate public bid solicitation for competitive sales and manage the underwriter selection process for negotiated sales.
 - Conduct investor outreach to educate investors and underwriters about your offering.
 - Participate actively in the sale of your debt, provide live translation of events during competitive bid submissions, and dialogue strategically with underwriters if negotiated.

4. Administration, post-issuance analysis and reporting.
 - Administer efficient closing – flow of funds, closing documents, debt service schedules.
 - Provide options for investment of bond proceeds, if necessary.
 - Produce summary report(s) and follow-up analysis.
 - Monitor outstanding debt and market conditions for refunding opportunities.
 - Assist with secondary market reporting requirements, if engaged. (**See Continuing Disclosure herein.**)

DEBT MANAGEMENT, BUDGET/FISCAL CONSULTING & CAPITAL PLANNING

Our professionals have extensive experience in debt management, budget/fiscal consulting, and capital planning. Services in this area will be tailored to your specific needs, which may include any of the following specialized tasks and services:

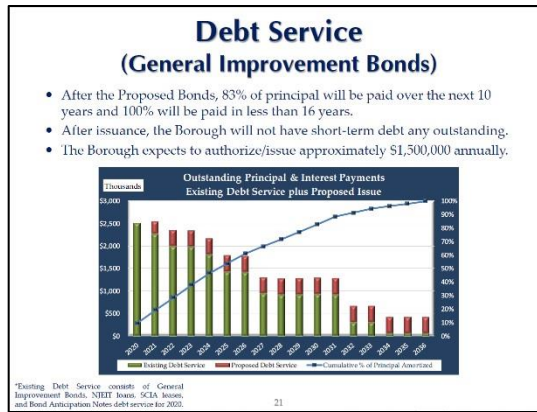
- Analyze existing and future obligations in the context of debt capacity, debt per capita, and amortization, including mitigation options such as restructuring and refinancing.
- Provide analytical services for financial planning efforts and assist with long-range capital budget, financing strategy and debt service projections.
- Review third-party solicitations with respect to debt refinancing, financial products, or RFP responses, and assess their viability.
- Review budget operations, including revenue shortfalls or expenditure overflows based on changes in the tax levy, other revenues, state aid, debt service and other expenditures, and quantify impacts on the taxpayers, ratepayers, and other stakeholders.
- Develop customized debt management and/or fund balance policies.
- Provide quantitative analysis relating to the defeasance of outstanding debt and/or tax impact analysis relating to the proposed issuance of new debt.
- Assistance with the investment of bond proceeds and reserve funds.
- Serving as “bidding agent” to obtain a portfolio of open market U.S. Treasury securities at a cost-effective price.

RATING AGENCY EXPERTISE

A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate rating agency (or agencies) and helps you interact with them more effectively.

Each agency uses its own proprietary evaluation which our professionals have studied and are familiar with. A municipal credit rating is generally four parts:

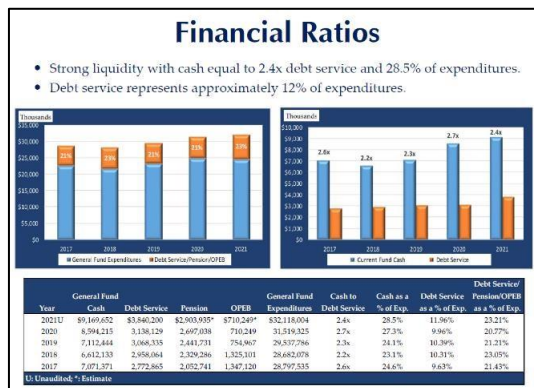
- i. economic data and taxpayer / ratepayer base
- ii. performance, liquidity, and reserves
- iii. debt and liabilities
- iv. management and policies



methodology,
intimately
comprised of

financial

We prepare a comprehensive presentation tailored to your unique characteristics and circumstances, emphasizing the areas on which the rating agencies are expected to focus during their review. We understand the economic, demographic and financial ratios that impact your credit rating and will help you put your best foot forward by highlighting your strengths. From local wealth/income metrics to fund balance ratios, our presentation will serve as a guide for the discussion to ensure we touch upon all the key areas.



Our professionals take the lead in discussions but give you ample opportunity to elaborate on each topic. We request a list of questions from the credit analyst in advance to avoid surprises. In addition to emphasizing your strengths, it is important to address proactively what could be perceived as limitations, giving you the ability to structure the discussion. We will work with you and the credit analyst to provide any information requiring followup after the presentation.

A stronger credit rating attracts broader appeal in the capital markets, which leads to more cost-effective financings. Whether for a new issue or a periodic surveillance review, Phoenix Advisors helps you to interact with

the rating agencies more effectively.

REDEVELOPMENT ADVISORY

Phoenix Advisors provides expert financial advice at each stage of a Redevelopment project from conception through completion to administration. Projects typically involve public-private partnerships that employ various tax abatement strategies to encourage investment, such as payments in lieu of tax (PILOTs). As Redevelopment Advisor, we perform the following:

- Review developer proposals to confirm assumptions (rents, expenses, construction costs, financing terms) are consistent with market conditions.
- Model cash flows independently to assess feasibility and the need for tax abatement.
- Compare proposed PILOT revenue projections to current and traditional taxes.
- Estimate the impact on municipal and school costs.
- Negotiate PILOT terms with the developer and review the Financial Agreement.
- Prepare presentations to the administration, governing body, and the public, as required.
- Assist with the implementation of the PILOT, including:
 - Monitor the developer's compliance with the terms of the Financial Agreement.

- Calculate and invoice PILOT payments based on actual, audited financials.

ENERGY SAVINGS IMPROVEMENT PROGRAMS

Phoenix Advisors has been the leader in providing municipal advisory services on ESIP financings. Since the new ESIP law was enacted in 2009, Phoenix Advisors and its professionals have served as municipal advisor on more ESIP financings than any other New Jersey municipal advisory firm.

- Provide advice regarding renewable energy and energy efficient projects through either a lease purchase or bond financing through the Energy Savings Improvement Program.
- Evaluate competitive bids for Energy Savings Company (“ESCO”) services and/or professional engineering/energy approach towards execution of ESIP. Provide input as to the value of ESCO guarantees and their costs.
- Advise as to costs/benefits of lease purchase financing versus refunding bond financing (competitive, negotiated, private placement methods) given existing legal constraints, market conditions and credit factors.
- Review and analyze the proposed project, projected energy savings, optimal repayment schedule and project timing, and advise in final structuring decisions to ensure annual debt service levels meet preferred debt service coverage ratios and do not exceed projected energy savings and incentives.
- Solicit proposals from lessors or investment banking firms and prepare or review the various financing documents prepared in connection with the ESIP.
- Coordinate the application to the Local Finance Board and meet with the Division of Local Government Services and Board of Public Utilities staff, as needed.

ASSET/UTILITY VALUATION AND SALE/LEASE

Phoenix Advisors provides essential financial advice to our clients when evaluating the potential sale or lease of municipal assets and utilities. The decision-making process regarding a potential sale or lease of any asset involves a number of considerations, both financial and otherwise. Our expert guidance ranges from initial financial analysis and asset valuation to public-private partnership coordination and implementation.

- Evaluate the financial condition and future viability of municipal assets, including analyzing various structures, alternatives and pro forma financial operations, assumptions and value.
- Review proposals for the sale/lease of municipal assets, with specific attention to financial impact, operations, costs, employees, etc. Assist in the public Request for Bids (RFB) process, as necessary.
- Analyze the financial impact of the transaction on the client, its taxpayers and/or ratepayers and other stakeholders. Evaluate the potential uses of projected new revenue.
- Analyze, propose, and negotiate additional financial and/or community benefits, as requested, to cater to the unique needs of the client.
- Conduct and/or support negotiations with the private party regarding payment calculations, escalation, timing of payments, terms and other incentives. Thoroughly analyze pertinent financial aspects of financial agreements, comment and propose changes, as necessary.
- Make presentations to the governing body and administration and assist in the approval process for various local/State oversight boards, as necessary.

**RESOLUTION #2025-
UNION TOWNSHIP; HUNTERDON COUNTY**

**RESOLUTION AUTHORIZING CONTRACT FOR LEGAL SERVICES 2025
Township Attorney
Susan Sharpe, Esq., Dorsey & Semrau**

WHEREAS, the Township of Union has a need to acquire legal services as a non-fair and open contract pursuant to the provisions of N.J.S.A.19:44-A-20.5; and

WHEREAS, the maximum amount of the contract may exceed the threshold amount established pursuant to N.J.S.A.40A:11-3(b); and

WHEREAS, funds are available in an appropriation entitled Legal Services and Costs, Other Expenses and have been certified by the local finance officer; and

WHEREAS, Susan Sharpe, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Dorsey & Semrau. has not made any reportable contributions to a political or candidate committee in the Township of Union in the previous one year, and that the contract will prohibit Dorsey & Semrau from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A.40A:11-1, et seq.) requires that the resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection;

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union, Hunterdon County, NJ, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Susan Sharpe, Esq., of Dorsey & Semrau, Attorneys at Law, 714 Main Street, Boonton, New Jersey 07005 for legal services during calendar year **2025** at the hourly rate of \$159.00. In no event shall services rendered exceed \$100,000.00 without issuance of change order.
2. This contract is awarded without competitive bidding as a “Professional Service” in accordance with 40A:11-5(1)(a) of the Local Public Contracts Law because Susan Sharpe, Esq. is an attorney at Law of the State of New Jersey in good standing and is a person authorized to practice a recognized profession.
3. Approval of the attached contract is subject to availability and appropriation of sufficient funds as may be required in the **2025** adopted municipal budget.
4. A Notice of this action shall be printed once in the official newspaper of this municipality.

**RESOLUTION #2025-
UNION TOWNSHIP, HUNTERDON COUNTY**

**APPROVING CONTRACT FOR LEGAL SERVICES/PLANNING BOARD 2025
Woolson Sutphen Anderson/Mark S. Anderson, Esq.**

WHEREAS, the Township of Union has a need to acquire legal services for the Planning Board/Board of Adjustment as a non-fair and open contract pursuant to the provisions of N.J.S.A.19:44-A-20.5; and

WHEREAS, the maximum amount of the contract may exceed the threshold amount established pursuant to N.J.S.A.40A:11-3(b); and

WHEREAS, funds are available; and

WHEREAS, MARK S. ANDERSON, Esq. has submitted a proposal indicating the fee of \$165.00 per hour for his services. Charges directly to the Board shall not exceed the sum of \$30,000.00; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) requires that the resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection;

WHEREAS, MARK S. ANDERSON, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that MARK S. ANDERSON, Esq. has not made any reportable contributions to a political candidate or committee in the Township of Union in the previous one year, and that the contract will prohibit MARK S. ANDERSON, Esq. from making any reportable contributions through the term of the contract; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Union, Hunterdon County, New Jersey, as follows:

1. The Mayor and Township Clerk are hereby authorized and directed to execute the attached agreement with Mark S. Anderson, Esq., for legal services/Planning Board for 2025.
2. This contract is awarded without competitive bidding as a “Professional Service” in accordance with 40A:11-5(1) (a) of the Local Public Contracts Law.
3. Approval of the attached contract is subject to availability and appropriation of sufficient funds as may be required in the 2025 temporary and permanent Municipal budgets.
4. A Notice of this action shall be printed once in the official newspaper.

RESOLUTION #2025-

**UNION TOWNSHIP, HUNTERDON COUNTY
APPROVING 2025 PROFESSIONAL SERVICE CONTRACT/ENGINEERING SERVICES PB/BOA
Robert Clerico P.E.; Van Cleef Engineering Associates**

WHEREAS, the Township of Union has a need to acquire engineering services as a non-fair and open contract pursuant to the provisions of N.J.S.A.19:44-A-20.5; and

WHEREAS, the Chief Financial Officer has determined that the value of the services will exceed \$17,500; and

WHEREAS, the firm of Van Cleef Engineering Associates, 32 Brower Lane, Hillsborough, NJ 08844, has completed and submitted a Business Entity Disclosure Certification which certified that Van Cleef Engineering Associates, has not made any reportable contributions to a political or candidate committee in the Township of Union in the previous one year, and that the contract will prohibit Van Cleef Engineering Associates from making any reportable contributions through the term of the contract; and

NOW, THEREFORE, BE IT AGREED by and between the Township of Union and Van Cleef Engineering Associates as follows:

1. The Engineer shall be compensated at the hourly rate of \$169.00 per hour for his engineering services rendered as needed or requested by the Township Committee, Planning Board/Board of Adjustment, or other Township agencies.
2. Engineering services may be performed for the Township by other principals and employees of the firm of Van Cleef Engineering Associates under the direct supervision of Robert Clerico, P.E., when Robert Clerico, P.E. is unavailable or when otherwise necessary and desirable. Such services shall be compensated in accordance with the “2025 Schedule of Hourly Fees” attached hereto and made a part of this Agreement. Compensation for witnessing of and Soil Logs and Soil Permeably testing will be at a fixed rate of \$300.00 per day per lot tested.
3. This agreement shall cover the period from January 1, 2025, to December 31, 2025.
4. The Township Engineer agrees that no services are to be performed unless specific approval is granted by an appropriate Township official either verbally or in writing.

5. An Affirmative Action Employee Information Report is attached and is part of this agreement. In addition, a copy of Exhibit A, Mandatory Affirmative Action Language, and business Disclosure Entity Certification and the Determination of Value are attached and part of this agreement.
6. Van Cleef Engineering Associates will carry, at its expense, during the appointment period professional liability insurance.
7. If any provision or part thereof of this agreement is held to be void or unenforceable under any law and shall be deemed stricken all remaining provisions shall nevertheless continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
8. In accordance with Local Finance Notice 2010-3 this 2024 calendar year contract for Engineering Services is established at a not-to-exceed limit of \$100,000.00. Any exceedance of that limit will require the issuance of a change order.
9. A notice of this action shall be printed once in the official newspaper.

RESOLUTION #2025-

**UNION TOWNSHIP, HUNTERDON COUNTY
APPROVING 2025 PROFESSIONAL SERVICE CONTRACT/ENGINEERING SERVICES TC
Robert Clerico P.E.; Van Cleef Engineering Associates**

WHEREAS, the Township of Union has a need to acquire engineering services as a non-fair and open contract pursuant to the provisions of N.J.S.A.19:44-A-20.5; and

WHEREAS, the Chief Financial Officer has determined that the value of the services will exceed \$17,500; and

WHEREAS, the firm of Van Cleef Engineering Associates, 32 Brower Lane, Hillsborough, NJ 08844, has completed and submitted a Business Entity Disclosure Certification which certified that Van Cleef Engineering Associates, has not made any reportable contributions to a political or candidate committee in the Township of Union in the previous one year, and that the contract will prohibit Van Cleef Engineering Associates from making any reportable contributions through the term of the contract; and

NOW, THEREFORE, BE IT AGREED by and between the Township of Union and Van Cleef Engineering Associates as follows:

1. The Engineer shall be compensated at the hourly rate of \$169.00 per hour for his engineering services rendered as needed or requested by the Township Committee, Planning Board/Board of Adjustment, or other Township agencies.
2. Engineering services may be performed for the Township by other principals and employees of the firm of Van Cleef Engineering Associates under the direct supervision of Robert Clerico, P.E., when Robert Clerico, P.E. is unavailable or when otherwise necessary and desirable. Such services shall be compensated in accordance with the "2025 Schedule of Hourly Fees" attached hereto and made a part of this Agreement. Compensation for witnessing of and Soil Logs and Soil Permeability testing will be at a fixed rate of \$300.00 per day per lot tested.
3. This agreement shall cover the period from January 1, 2024, to December 31, 2024.
4. The Township Engineer agrees that no services are to be performed unless specific approval is granted by an appropriate Township official either verbally or in writing.
5. An Affirmative Action Employee Information Report is attached and is part of this agreement. In addition, a copy of Exhibit A, Mandatory Affirmative Action Language, and business Disclosure Entity Certification and the Determination of Value are attached and part of this agreement.
6. Van Cleef Engineering Associates will carry, at its expense, during the appointment period professional liability insurance.
7. If any provision or part thereof of this agreement is held to be void or unenforceable under any law and shall be deemed stricken all remaining provisions shall nevertheless continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
9. In accordance with Local Finance Notice 2010-3 this 2025 calendar year contract for Engineering Services is established at a not-to-exceed limit of \$100,000.00. Any exceedance of that limit will require the issuance of a change order.

10. A notice of this action shall be printed once in the official newspaper.

RESOLUTION #2025-

**UNION TOWNSHIP, HUNTERDON COUNTY
APPROVING 2025 PROFESSIONAL SERVICE CONTRACT/PLANNER
Robert Clerico P.E.; Van Cleef Engineering Associates**

WHEREAS, the Township of Union has a need to acquire planning services as a non-fair and open contract pursuant to the provisions of N.J.S.A.19:44-A-20.5; and

WHEREAS, the Chief Financial Officer has determined that the value of the services will exceed \$17,500; and

WHEREAS, the firm of Van Cleef Engineering Associates, 32 Brower Lane, Hillsborough, NJ 08844, has completed and submitted a Business Entity Disclosure Certification which certified that Van Cleef Engineering Associates, has not made any reportable contributions to a political or candidate committee in the Township of Union in the previous one year, and that the contract will prohibit Van Cleef Engineering Associates from making any reportable contributions through the term of the contract; and

NOW, THEREFORE, BE IT AGREED by and between the Township of Union and Van Cleef Engineering Associates as follows:

1. The Planner shall be compensated at the hourly rate of \$169.00 per hour for his planning services rendered as needed or requested by the Township Committee, Planning Board/Board of Adjustment, or other Township agencies.
2. Planning services may be performed for the Township by other principals and employees of the firm of Van Cleef Engineering Associates under the direct supervision of Robert Clerico, P.P., when Robert Clerico, P.P. is unavailable or when otherwise necessary and desirable. Such services shall be compensated in accordance with the "2023 Schedule of Hourly Fees" attached hereto and made a part of this Agreement. Compensation for witnessing of and Soil Logs and Soil Permeability testing will be at a fixed rate of \$300.00 per day per lot tested.
3. This agreement shall cover the period from January 1, 2025, to December 31, 2025.
4. The Township Planner agrees that no services are to be performed unless specific approval is granted by an appropriate Township official either verbally or in writing.
5. An Affirmative Action Employee Information Report is attached and is part of this agreement. In addition, a copy of Exhibit A, Mandatory Affirmative Action Language, and business Disclosure Entity Certification and the Determination of Value are attached and part of this agreement.
6. Van Cleef Engineering Associates will carry, at its expense, during the appointment period professional liability insurance.
7. If any provision or part thereof of this agreement is held to be void or unenforceable under any law and shall be deemed stricken all remaining provisions shall nevertheless continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
10. In accordance with Local Finance Notice 2010-3 this 2025 calendar year contract for Planning Services is established at a not-to-exceed limit of \$100,000.00. Any exceedance of that limit will require the issuance of a change order.
11. A notice of this action shall be printed once in the official newspaper.

RESOLUTION #2025-

UNION TOWNSHIP, HUNTERDON COUNTY

**APPROVING 2025 PROFESSIONAL SERVICE CONTRACT –GEOLOGIST/HYDROGEOLOGIST
CONSULTANT**

Eric DeRicco, Van Cleef Engineering Associates

WHEREAS, the Township of Union has a need to acquire hydrogeologic services as a non-fair and open contract pursuant to the provisions of N.J.S.A.19:44-A-20.5; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

WHEREAS, anticipated term of this contract is one year; and

WHEREAS Van Cleef Engineering Associates has completed and submitted a Business Entity Disclosure Certification which certifies that Van Cleef Engineering Associates has not made any reportable contributions to a political or candidate committee in the Township of Union in the previous one year, and that the contract will prohibit Van Cleef Engineering Associates from making any reportable contributions through the term of the contract; and

WHEREAS, the Township Chief Financial Officer has certified to the governing body the availability of funds for said contract in a line item entitled Planning Board, OE; and

NOW THEREFORE, BE IT RESOLVED by the Township Committee authorizes the Mayor and the Clerk to enter into a contract with Van Cleef Engineering Associates, for hydrogeologic consulting services for **2024** at the hourly rate of \$160.00 and not to exceed limit of \$25,000.00; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED that a Notice of this action shall be printed once in the official newspaper of this municipality.

**RESOLUTION #2025-
UNION TOWNSHIP; HUNTERDON COUNTY**

**AUTHORIZING CONTRACT FOR LEGAL SERVICES 2025
Martin Allen, Esq. Special Outside Legal Counsel – Tax Appeal**

WHEREAS, the Township of Union has a need to acquire legal services as a non-fair and open contract pursuant to the provisions of N.J.S.A.19:44-A-20.5; and

WHEREAS, the maximum amount of the contract may exceed the threshold amount established pursuant to N.J.S.A.40A:11-3(b); and

WHEREAS, funds are available in an appropriation entitled Legal Services and Costs, Other Expenses and have been certified by the local finance officer; and

WHEREAS, the Attorney is hereby retained by the Contracting Unit to represent the Contracting Unit in relation to defense of the tax appeals in the Tax Court of New Jersey; and

WHEREAS, the Attorney shall keep the Contracting Unit advised of all developments in the above matters; and

WHEREAS, the Attorney shall report to the Township Tax Assessor; and

WHEREAS, this contract shall cover the period from January 1, 2025 to December 31, 2025.

WHEREAS, the Local Public Contracts Law (N.J.S.A.40A:11-1, et seq.) required that the resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection;

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union, Hunterdon County, NJ, as follows:

- a. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with MARTIN ALLEN, ESQ. of DiFRANCESCO, BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C. Attorneys at Law of the State of New Jersey
 1. For the services, set forth in paragraph 1 above, the consideration shall be at the following hourly rates: \$200.00 per hour for services of any Partner Attorney of the Attorney; and \$200.00 per hour for any Associate Attorney of the Attorney. The agreement is for a not to exceed amount of \$10,000. Any exceedance of that limit will require the issuance of a change order.

2. The consideration for services shall be paid as vouchers as submitted and approved by the Contracting Unit. The Attorney will be reimbursed for out-of-pocket expenses as incurred.
- b. This contract is awarded without competitive bidding as a "Professional Service" in accordance with 40A:11-5(1)(a) of the Local Public Contracts Law because Martin Allen, Esq. is an attorney at Law of the State of NJ in good standing and is a person authorized to practice a recognized profession.
- c. Approval of the attached contract is subject to availability and appropriation of sufficient funds as may be required in the **2025** temporary and permanent adopted municipal budgets.
4. A Notice of this action shall be printed once in the official newspaper of this municipality.

**RESOLUTION #2025-
UNION TOWNSHIP, HUNTERDON COUNTY
APPROVING 2025 PROFESSIONAL SERVICE CONTRACT/TRAFFIC ENGINEERING SERVICES
Walter Lublanecki / Lublanecki Engineering, Inc.**

WHEREAS, the Township of Union has a need to acquire Traffic Engineer services as a non-fair and open contract pursuant to the provisions of N.J.S.A.19:44-A-20.5; and

WHEREAS, the Chief Financial Officer has determined that the value of the services will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, the firm of Lublanecki Engineering, Inc., has completed and submitted a Business Entity Disclosure Certification which certified that Lublanecki Engineering Inc. has not made any reportable contributions to a political or candidate committee in the Township of Union in the previous one year, and that the contract will prohibit Lublanecki Engineering Inc. from making any reportable contributions through the term of the contract; and

NOW, THEREFORE, BE IT AGREED by and between the Township of Union and Walter Lublanecki as follows:

1. The Engineer shall be compensated at the hourly rate of \$150.00 per hour and shall not exceed the sum of \$10,000.00 for his engineering services rendered as needed or requested by the Township Committee, Planning Board/Board of Adjustment, or other Township agencies.
3. This agreement shall cover the period from January 1, 2025, to December 31, 2025.
4. The Engineer agrees that no services shall be performed unless specific approval is granted by an appropriate Township official either verbally or in writing.
5. An Affirmative Action Employee Information Report is attached and is part of this agreement. In addition, a copy of Exhibit A, Mandatory Affirmative Action Language, and business Disclosure Entity Certification and the Determination of Value are attached and also part of this agreement.
6. Lublanecki Engineering, Inc. will carry, at its expense, during the appointment period professional liability insurance.
7. If any provision or part thereof of this agreement is held to be void or unenforceable under any law and shall be deemed stricken all remaining provisions shall nevertheless continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
8. A notice of this action shall be printed once in the official newspaper.

**RESOLUTION #2025-
UNION TOWNSHIP; HUNTERDON COUNTY
RESOLUTION AUTHORIZING CONTRACT FOR LEGAL SERVICES 2025
Matthew J. Giacobbe, Esq. Special Labor Counsel**

WHEREAS, the Township of Union has a need to acquire legal services as a non-fair and open contract pursuant to the provisions of N.J.S.A.19:44-A-20.5; and

WHEREAS, the maximum amount of the contract may exceed the threshold amount established pursuant to N.J.S.A.40A:11-3(b); and

WHEREAS, funds are available in an appropriation entitled Legal Services and Costs, Other Expenses and have been certified by the local finance officer; and

WHEREAS, Cleary, Giacobbe Alfieri Jacobs, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Cleary, Giacobbe Alfieri Jacobs, LLC has not made any reportable contributions to a political or candidate committee in the Township of Union in the previous one year, and that the contract will prohibit Cleary, Giacobbe Alfieri Jacobs, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (N.J.S.A.40A:11-1, et seq.) required that the resolution authorizing the award of contracts for “Professional Services” without competitive bids and the contract itself must be available for public inspection;

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union, Hunterdon County, NJ, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Matthew J. Giacobbe, Esq., of Cleary, Giacobbe Alfieri Jacobs, LLC, a Professional Corporation, 169 Ramapo Valley Road, Oakland, New Jersey 07436 for his legal services for **2025** at the hourly rate of \$175.00. In no event shall services rendered exceed the maximum yearly sum of \$10,000.00 without issuance of change order.
2. This contract is awarded without competitive bidding as a “Professional Service” in accordance with 40A:11-5(1)(a) of the Local Public Contracts Law because Matthew J. Giacobbe, Esq. is an attorney at Law of the State of NJ in good standing and is a person authorized to practice a recognized profession.
3. Approval of the attached contract is subject to availability and appropriation of sufficient funds as may be required in the **2025** adopted municipal budget.
4. A Notice of this action shall be printed once in the official newspaper of this municipality.

**RESOLUTION #2025-
UNION TOWNSHIP; HUNTERDON COUNTY**

**APPROVING THE AWARD OF A
2025 PROFESSIONAL SERVICES RESOLUTION/AUDITOR:
SUPLEE, CLOONEY & COMPANY**

WHEREAS, there exists a need for a municipal Auditor as a non-fair and open contract pursuant to provisions of N.J.S.A.19:44A-20.5; and

WHEREAS, the Chief Financial Officer has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is one year; and

WHEREAS, SUPLEE, CLOONEY & COMPANY has submitted a proposal, indicating they will provide the auditor services for the fee not to exceed \$38,500.00; and

WHEREAS, SUPLEE, CLOONEY & COMPANY has completed and submitted a Business Entity Disclosure Certification which certified that SUPLEE, CLOONEY & COMPANY has not made any reportable contributions to a political or

candidate committee in the Township of Union in the previous one year, and that the contract will prohibit SUPLEE, CLOONEY & COMPANY from making any reportable contributions through the term of the contract; and

WHEREAS, the required certificate for the availability of funds has been filed by the Chief Financial Officer providing that legally appropriated balances are available to cover the amount of the contract as required by N.J.A.C.5:30-14.5 and that fees for the aforementioned auditing and non-auditing services shall be made available by appropriate inclusion in either an annual municipal budget which includes current, revenue sharing and utility provisions, by budget amendments for Federal program spending or by inclusion in an appropriate bond ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union, authorizes the Mayor and Clerk of the Township of Union to enter into a contract with SUPLEE, CLOONEY & COMPANY as described herein as auditors on and in behalf of the Township of Union for the year **2025**; and

BE IT FURTHER RESOLVED that a notice of this action shall be printed once in the official Township newspaper and a copy of this Resolution shall be forwarded to SUPLEE, CLOONEY & COMPANY, the Township Clerk and the Township Financial Officer.

TOWNSHIP OF UNION

RESOLUTION NO. 2025 -

RESOLUTION OF THE TOWNSHIP OF UNION, COUNTY OF HUNTERDON AND STATE OF NEW JERSEY, ADOPTING THE TOWNSHIP'S AFFORDABLE HOUSING PRESENT AND PROSPECTIVE NEED OBLIGATION FOR THE PERIOD OF JULY 1, 2025 THRU JULY 1, 2035 IN ACCORDANCE WITH P.L. 2024 C.2, AND RESERVING ALL RIGHTS.

WHEREAS, the Township of Union (hereinafter "Township") has a demonstrated history of voluntary compliance with the Mount Laurel doctrine and the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq.; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), in July 2015, the Township filed a Declaratory Judgment Action in Superior Court, Law Division, Hunterdon County, under Docket No. HNT-L-305-15 ("2015 Action") seeking, among other things, a judicial declaration that the Township's Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), to be amended as necessary, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, the Township's 2015 Action ultimately culminated in a Court-approved Housing Element and Fair Share Plan and a Final Judgment of Compliance and Repose, entered on May 10, 2019, which entitles the Township to immunity and precludes Mount Laurel lawsuits and builder's remedy lawsuits from being filed against the Township until after July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law, P.L. 2024, c.2, which among other things, amended various provisions of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA"), abolished the Council on Affordable Housing ("COAH") and established the Affordable Housing Dispute Resolution Program ("Program"); and

WHEREAS, P.L. 2024, c.2, sets forth that Fourth Round period of affordable housing obligations shall run from July 1, 2025 through June 30, 2035 ("Fourth Round" or "Round Four"); and

WHEREAS, pursuant to P.L. 2024, c.2, the Township is located in Region 3, which is comprised of Hunterdon, Middlesex, and Somerset counties; and

WHEREAS, the amendments to the FHA require the Department of Community Affairs (“DCA”) to prepare and publish a report on the calculations of the regional need and each municipality’s present and prospective need affordable housing obligations for the Fourth Round within seven months of March 20, 2024; and

WHEREAS, on October 18, 2024 the DCA published its report on the calculations with respect to Statewide regional need and municipal present and prospective need affordable housing obligations for the Fourth Round (the “DCA Report”); and

WHEREAS, pursuant to P.L. 2024, c.2, the DCA has calculated the total statewide prospective need obligation to be 84,698 units, which equates to a statewide new construction obligation of over 8,400 affordable units per year; and

WHEREAS, the DCA Report calculates the Township’s non-binding Round 4 obligations as follows: 1) a Present Need or Rehabilitation obligation of “0”; and 2) a Prospective Need or New Construction Obligation of “118”; and

WHEREAS, the calculations in the DCA Report are not binding on municipalities; and

WHEREAS, rather, pursuant to N.J.S.A. 52:27D-304.1 of the FHA, each municipality is required to determine its respective Fourth Round present and prospective need fair share obligations, and adopt a binding resolution describing the basis for the municipality’s determination on or before January 31, 2025; and

WHEREAS, P.L. 2024, c.2, each municipality shall determine its Fourth Round present and prospective need fair share obligations, with consideration of the calculations in the DCA Report, and in accordance with the formulas established in N.J.S.A. 52:27D-304.2 and -304.3 of the FHA using “necessary datasets that are updated to the greatest extent practicable”; and

WHEREAS, the Township’s Planner, Municipal Attorney and Tax Assessor have reviewed the DCA Report along with the underlying data and data sets relied upon by the DCA in reaching its non-binding calculations for the Township, and have further carefully considered and analyzed the most up-to-date localized data pertaining to the Township, including amongst other verifiable information, land use approvals, environmental constraints and other site specific information, construction permits, and MOD-IV data maintained and on file with the Township with regard to the land capacity and equalized non-residential valuation allocation factors; and

WHEREAS, based upon same, the Township accepts the estimate set forth in the DCA Report with respect to the Township’s Present Need Obligation of 0; and

WHEREAS, however, the Township has determined that the DCA’s non-binding calculation of the Township’s prospective need obligation of “118” is incorrect and erroneous for multiple reasons; and

WHEREAS, in particular, the Township Planner has confirmed that the DCA arrived at the Township’s land capacity factor using incorrect assumptions and inaccurate data to erroneously determine that approximately 207.64 acres of land within the Township is “developable”; and

WHEREAS, using the most up-to-date localized data and information available to the Township, the Township Planner has determined for a variety of reasons that only 2.63 acres of land within the Township is “developable” after consideration is given to State-owned property, preserved land, and environmental constraints and restrictions (including wetlands, wetland buffers, and steep slopes), amongst other localized data and specific information; and

WHEREAS, the Township Planner has further independently calculated the Township's Fourth Round Prospective Need affordable housing obligation, based on the formulas, criteria, methodology and datasets required by sections 6 and 7 of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.2 and -304.3, and has arrived at a Fourth Round Prospective Need Obligation that accurately reflects the most up-to-date pertinent factual data specific to the Township; and

WHEREAS, based upon the calculations of the Township Planner, the Township has determined that its Fourth Round Prospective Need or New Construction obligation is 41; and

WHEREAS, the Township Planner has prepared a full analysis and a summary of all relevant factors, and the basis for such conclusions, which are summarily incorporated by reference above and which attached hereto as Exhibit "A"; and

WHEREAS, N.J.S.A. 52:27D-304.1f(1)(b) provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7 of P.L. 2024, c.2 ... [;]" and

WHEREAS, the Township's calculation of its Present Need and Prospective Need obligations is/are entitled to a "presumption of validity" because it complies with Sections 6 and 7 of P.L. 2024, c.2; and

WHEREAS, the Township, however, specifically reserves the right to adjust its Present Need and Prospective Need Obligations, including for any of the foregoing adjustments: 1) a windshield survey or similar survey which accounts for a lower resolution of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sewer or lack of water); and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including, but not limited to the Highlands Regional Master Plan and its build out; and

WHEREAS, in addition to the foregoing, the Township specifically reserves all rights to revoke this resolution and commitment in the event of: (1) a successful challenge to P.L. 2024, c.2 as a result of the pending litigation entitled: Borough of Montvale et al, v. State of New Jersey, et al., Docket No.: MER-L-1778-24; (2) any other successful challenge to P.L. 2024, c.2, or any directive or regulation adopted pursuant thereto; and/or (3) any subsequent legislative or regulatory enactment which alters or changes the deadlines, calculations, methodology and/or other requirements of P.L. 2024, c.2; and

WHEREAS, the Township further specifically reserves the right to take a position that its Round 4 Present or Prospective Need Obligations are lower than described herein in the event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

WHEREAS, in addition to the foregoing, nothing in P.L. 2024, c. 2 requires or can require an increase in the Township's Round 4 Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of P.L. 2024, c.2, is to establish, for example, unchallenged numbers by default as of March 1, 2025; and

WHEREAS, in light of the above, the Township Committee of the Township of Union finds that it is in the best interest of the Township to declare its obligations in accordance P.L. 2024, c.2 in accordance with this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union, in the County of Hunterdon, and State of New Jersey as follows:

1. All of the Whereas Clauses set forth above are hereby incorporated into the operative clauses of this resolution by reference.

2. The Township Committee hereby commits to a Round 4 Present Need Obligation of 0 and the Round 4 Prospective Need Obligation of 41, as described in this resolution, and which such commitment to the Township's Round 4 Affordable Housing Obligations be and is hereby subject to the Township's reservation of all rights it may have, as described in this resolution or otherwise, to revoke, repeal, suspend, amend or modify this resolution by further action of the Township, including but not limited to, the following:

- a) The right to adjust, modify, cancel, withdraw or revoke the Township's commitment to its Round 4 Present Need and Prospective Need Obligations, and/or to otherwise revoke, repeal, suspend, amend, or modify this Resolution should additional information or evidence become available or discoverable to the Township in the future;
- b) The right to adjust the Present Need Obligation based on the results of a windshield survey;
- c) The right to adjust the Prospective Need Obligation based on lack of available vacant and developable land, sewer, water, and/or due to regional planning inputs formulas or considerations, including, but not limited to the Highlands Regional Master Plan and its build out, or any combination of the above;
- d) All rights to revoke this resolution in the event of a successful legal challenge to P.L. 2024, c.2, a legislative change to P.L. 2024, c. 2, or any successful challenge to any directive or regulation adopted pursuant to P.L. 2024, c.2, or any change or amendment to such directives or regulations;
- e) All rights to take a position that Township's Round 4 Present or Prospective Need Obligations are lower than described herein in the event a third party challenges the calculations provided for in this Resolution; and/or
- f) All rights to take a position that the Township's Round 4 Present and Prospective Need Obligations is lower than described herein in the event a third-party claims the Township's Round 4 Present or Prospective Need Obligations require an increase based on a reallocation or modification of the Regional Present or Prospective Need Obligations allegedly due from successful reduction of the allocated present and prospective need obligations assigned to another municipality in the Region.

3. The Township's calculation of Present and Prospective Need Obligations is/are entitled to a "presumption of validity" because it complies with Sections 6 and 7 of P.L. 2024, c.2.

4. In accordance with N.J.S.A. 52:27D-304.1, the Township hereby directs the Township Attorney to file an action with the Affordable Housing Dispute Resolution Program along with this resolution and to take all necessary and proper steps to address any challenges to same by any interested parties.

5. The Township further commits to adopt its housing element and fair share plan pursuant to N.J.S.A. 52:27D-304.1f(2) based on this determination on or before June 30, 2025, and hereby further directs the Township Attorney, Township Affordable Housing Planner and Township Engineer to begin taking steps to prepare same.

6. A copy of this resolution, along with filing date of Township's action with the Program, shall be placed on the Township's website.

7. A copy of this resolution shall remain on file in the Township Clerk's office and available for public inspection.

8. This resolution shall take effect immediately, according to law.

Adopted: _____

Ella M. Ruta, Municipal Clerk

David DeGiralamo, Mayor