

**1. CALL TO ORDER**

Mayor DeGiralamo called the meeting to order at 7:00 p.m.

- 2. **"Sunshine Law" Announcement** - Adequate notice of this public meeting has been published in the Hunterdon Democrat and Courier News, posted on the municipal bulletin board and the Township website in accordance with the Open Public Meeting Act, Chapter 231, P.L. 1975. This notice has also been filed in the Municipal Clerk’s office.

**3. FLAG SALUTE**

**4. ROLL CALL**

	Present	Absent
Mr. Scott	x	
Mrs. Cherney	x	
Mr. Wunder	x	
Mr. Stiger	x	
Dr. DeGiralamo	x	

Also present was Susan Sharpe, Esq., Robert Clerico, Engineer, Beth McManus, Affordable Housing Planner, Grace Brennan, CFO and Ella M. Ruta, Municipal Clerk.

**5. APPROVAL OF PRIOR MEETING MINUTES**

- a. Regular and Executive Session Meeting Minutes of December 18, 2024

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Scott			x			
Mrs. Cherney			x			
Mr. Wunder			x			
Mr. Stiger	x		x			
Dr. DeGiralamo		x	x			

Motion Carried

- b. Re-organizational Meeting Minutes of January 6, 2025

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Scott			x			
Mrs. Cherney			x			
Mr. Wunder	x		x			
Mr. Stiger			x			
Dr. DeGiralamo		x	x			

Motion Carried

**6. VISITORS - none scheduled**

**7. REPORTS RECEIVED**

- a. State Police, Trooper Lorenzis – in absence of State Trooper Lorenzis Mr. Wunder provided a verbal report.
- b. Road Dept.- Week Ending; 12/13/24; 12/20/24; 12/27/24; 1/10/25
- c. Animal Control Officer – December 2024

- d. Municipal Court – not submitted
  - e. Zoning Officer – not submitted
  - f. Pattenburg Volunteer Fire Company – Karen Wisnosky, Treasurer, provided a verbal report
  - g. Recreation Committee – Eric Meisner provided a detailed report. Audio of the full report had been posted on the Township website.
  - h. Environmental Commission – Mrs. Cherney read a report submitted to her by Chairman Wardell.
  - i. Engineer’s Report
- Perryville Road Section 4A and 4B and Main Street Pattenburg Projects have been postponed until spring.
  - Working on the Wash Bay/Garage Roof capital project.
  - Will be starting work on Baptist Church Rd. Section 4 & 5 project. An Ordinance to fund the project is being introduced tonight.
  - Working on the walking path project at Finn Road Park.

**8. CORRESPONDENCE/WRITTEN COMMUNICATIONS –**

Added to the Agenda tonight: Informational presentation of history, State Regulation and the Township’s Affordable Housing obligations by Mayor DeGiralamo and Mr. Scott.

Mr. Stiger thanked everyone who helped to prepare the presentation. He said it is impressive and very informative.

Following the presentation, Mayor DeGiralamo, Mr. Scott and Ms. McManus answered questions and concerns from the Public.

**9. PUBLIC COMMENTS**

Caroll Szkotnicki, a resident, expressed his environmental concerns regarding one of the sites designated for the construction of affordable housing.

**10. PUBLIC HEARING**

**11. UNFINISHED BUSINESS**

**12. NEW ORDINANCE – Introduction/1<sup>ST</sup> Reading**

**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;

MINUTES OF REGULAR MEETING January 22, 2025

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: January 30, 2025  
Second Reading: February 19, 2025  
Publication/Title Only: February 27, 2025

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Scott			x			
Mrs. Cherney			x			
Mr. Wunder			x			
Mr. Stiger	x		x			
Dr. DeGiralamo		x	x			

Motion Carried

13. NEW BUSINESS

CONSENT AGENDA: All matters listed under the Consent Agenda are considered to be routine by the Township Committee and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the consent Agenda and will be considered separate.

Mr. Wunder asked that Payment of Bills be removed from the Consent Agenda.

**MINUTES OF REGULAR MEETING January 22, 2025**

- a. **RESOLUTION #2025-21:** 2024 Tonnage Grant Application

**RESOLUTION #2025-21**

**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 properly 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.

- b. **RESOLUTION #2025-22:** Appropriation(s) Transfer

**Resolution #2025 - 22**

**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

MINUTES OF REGULAR MEETING January 22, 2025

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.

c. **RESOLUTION #2025-23:** Escrow Refund – Airosmith, Inc.

**RESOLUTION 2025 - 23**

**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.

d. **RESOLUTION #2025-24:** Authorizing the Application to the NJ Department of Community Affairs for the Recreation Site Improvement at Finn Road Park

**RESOLUTION #2025-24**

**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,*

MINUTES OF REGULAR MEETING January 22, 2025

- 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 in said titles are authorized to sign the agreement, and any other documents necessary in connect therewith:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Certified Finance Officer

**CERTIFICATION:**

I, Ella M. Ruta, the Municipal Clerk of the Township of Union hereby certify that at a meeting of the Township of Union Governing Body held on January 22, 2025, the above **RESOLUTION** was duly adopted.

AFFIX GOV'T,  
CORPORATE OR  
NOTARY SEAL

\_\_\_\_\_  
Ella M. Ruta, Municipal Clerk

- e. **RESOLUTION #2025-25:** Approving and Confirming the Appointment of Marco G. Nassi as Member of PVFC

**RESOLUTION #2025-25**

**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**

**MINUTES OF REGULAR MEETING January 22, 2025**

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.
- f. **RESOLUTION #2025-26:** Approving and Confirming the Appointment of Ryan W. Kimmick as Member of PVFC

**RESOLUTION #2025-26**

**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

**MINUTES OF REGULAR MEETING January 22, 2025**

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.

g. **RESOLUTION #2025-27:** Approving and Confirming the Appointment of George Boetsch as Member of PVFC

**RESOLUTION #2025-27**

**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;



## MINUTES OF REGULAR MEETING January 22, 2025

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.
- h. **RESOLUTION #2025-28**: Approving Agreement for Municipal Advisor and Continuing Disclosure Services

**RESOLUTION #2025-28****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

## MINUTES OF REGULAR MEETING January 22, 2025

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.

- i. **RESOLUTION #2025-29:** Approving 2025 Professional Services Contract – Township Attorney-Dorsey & Semrau, Attorneys at Law; Susan Sharpe, Esq.

**RESOLUTION #2025-29  
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.

Date: January 22, 2025

**CERTIFICATION AS TO AVAILABILITY OF FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, CFO of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the **2025** Temporary/Adopted Budget to award a contract to Susan Sharpe, Esq., as appropriated under the line item "Legal".

Date: \_\_\_\_\_

\_\_\_\_\_

Grace M. Brennan, CFO

- j. **RESOLUTION #2025-30:** Approving 2025 Professional Services Contract – Planning Board/Board of Adjustment Legal Services; Mark Anderson. Esq.

**RESOLUTION #2025-30**  
**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.

**MINUTES OF REGULAR MEETING January 22, 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.

Date: January 22, 2025

**CERTIFICATION AS TO AVAILABILITY OF FUNDS  
UNION TOWNSHIP, HUNTERDON COUNTY**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, Chief Financial Officer of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the 2025 Temporary/Adopted Budget to award a contract to Mark S. Anderson, Esq., under the line item "\_\_\_\_\_".

Date: \_\_\_\_\_

\_\_\_\_\_  
Grace M. Brennan, CFO

- k. **RESOLUTION #2025-31:** Approving 2025 Professional Services Contract w/PB&BOA – Van Cleef Engineering; Robert Clerico, PE and PP

**RESOLUTION #2025-31**

**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 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.

**MINUTES OF REGULAR MEETING January 22, 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.

Date: January 22, 2025

**CERTIFICATION AS TO AVAILABILITY OF FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, Chief Financial Officer of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the 2025 Temporary/Adopted Budget to award a contract to Van Cleef Engineering Associates, under the line item "Engineering".

Date: \_\_\_\_\_

\_\_\_\_\_  
Grace M. Brennan, CFO

- 1. **RESOLUTION #2025-32:** Approving 2025 Professional Services Contract w/TC – Van Cleef Engineering; Robert Clerico, PE

**RESOLUTION #2025-32**

**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:

**MINUTES OF REGULAR MEETING January 22, 2025**

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, 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.
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.

Date: January 22, 2024

**CERTIFICATION AS TO AVAILABILITY OF FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, Chief Financial Officer of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the 2025 Temporary/Adopted Budget to award a contract to Van Cleef Engineering Associates, under the line item "Engineering".

Date: \_\_\_\_\_

\_\_\_\_\_  
Grace M. Brennan, CFO

- m. **RESOLUTION #2025-33:** Approving 2025 Professional Services Contract – Planner; Van Cleef Engineering; Robert Clerico, PP

**RESOLUTION #2025-33**

**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

**MINUTES OF REGULAR MEETING January 22, 2025**

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.

Date: January 22, 2025

**CERTIFICATION AS TO AVAILABILITY OF FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, Chief Financial Officer of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the 2025 Temporary/Adopted Budget to award a contract to Van Cleef Engineering Associates, under the line item "Planner".

Date: \_\_\_\_\_

\_\_\_\_\_  
Grace M. Brennan, CFO

- n. **RESOLUTION #2025-34:** Approving 2025 Professional Services Contract – Geologist/Hydrogeologist–Van Cleef\_Engineering Associates; Eric DeRicco



**RESOLUTION #2025-34  
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.

Date: January 22, 2025

**CERTIFICATION AS TO AVAILABILITY OF FUNDS  
UNION TOWNSHIP, HUNTERDON COUNTY**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, Chief Financial Officer of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the 2025 Temporary/Adopted Budget to award a contract to Van Cleef Engineering Associates, under the line item "\_\_\_\_\_".

Date: \_\_\_\_\_

\_\_\_\_\_  
Grace M. Brennan, CFO

- o. **RESOLUTION #2025-35**: Approving 2025 Professional Services Contract – Tax Appeal Atty.; Martin Allen, Esq.

**RESOLUTION #2025-35  
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.

Date: January 22, 2025

CERTIFICATION AS TO AVAILABILITY OF FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, CFO of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the **2025** Temporary/Adopted Budget to award a contract to Martin Allen, Esq., as appropriated under the line item "Legal".

Date: \_\_\_\_\_

\_\_\_\_\_  
Grace M. Brennan, CFO

- p. **RESOLUTION #2025-36:** Approving 2025 Professional Services Contract – Traffic Engineer; Walter Lublanecki

**RESOLUTION #2025-36**  
**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.

Date: January 22, 2025

**CERTIFICATION AS TO AVAILABILITY OF FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, Chief Financial Officer of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the 2025 Temporary/Adopted Budget to award a contract to Maser Consulting P.A. under the line item "Engineering".

Date: \_\_\_\_\_

\_\_\_\_\_  
Grace M. Brennan, CFO

q. **RESOLUTION #2025-37:** Approving 2025 Professional Services Contract – Labor Atty. - Matthew Giacobbe, Esq.

**RESOLUTION #2025-37  
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

**MINUTES OF REGULAR MEETING January 22, 2025**

\$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.

Date: January 22, 2025

**CERTIFICATION AS TO AVAILABILITY OF FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, CFO of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the **2025** Temporary/Adopted Budget to award a contract to Matthew J. Giacobbe, Esq., as appropriated under the line item "Legal".

Date: \_\_\_\_\_

\_\_\_\_\_  
Grace M. Brennan, CFO

- r. **RESOLUTION #2025-38**: Approving 2025 Professional Services Contract - Auditor–Suplee, Clooney & Company

**RESOLUTION #2025-38  
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

**MINUTES OF REGULAR MEETING January 22, 2025**

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.

Date: January 22, 2025

**CERTIFICATION AS TO AVAILABILITY OF FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, CFO of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the **2025** Temporary/Adopted Budget to award a contract to SUPLEE, CLOONEY & COMPANY, as appropriated under the line item \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Grace M. Brennan, CFO

- s. **RESOLUTION #2025-39**: Approving 2025 Professional Services Contract – Affordable Housing Planner, Kyle+McManus Associates; Beth McManus

**RESOLUTION #2025-39  
UNION TOWNSHIP; HUNTERDON COUNTY**

**AUTHORIZING CONTRACT FOR LEGAL SERVICES 2025  
Kyle + McManus Associates, Planner – Affordable Housing**

WHEREAS, the Township of Union has a need to acquire special 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 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 Planning Services and Costs, Other Expenses and have been certified by the local finance officer; and

WHEREAS, Kyle + McManus Associates, has completed and submitted a Business Entity Disclosure Certification which certifies that Kyle + McManus 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 Kyle + McManus Associates from making any reportable contributions through the term of the contract; and

MINUTES OF REGULAR MEETING January 22, 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:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Beth McManus of Kyle + McManus Associates, 45 East Broad Street, Hopewell, New Jersey 08525 for her services as the Township Planner (Affordable Housing) for **2025** at the hourly rate of \$150.00. The agreement is for a not to exceed amount of \$10,000.00. Any exceedance of that limit will require the issuance of a 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 Beth McManus PP 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.

Date: January 22, 2025

CERTIFICATION AS TO AVAILABILITY OF FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, CFO of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the **2025** Temporary/Adopted Budget to award a contract to Beth McManus, as appropriated under the line item "Planner".

Date: \_\_\_\_\_

\_\_\_\_\_  
Grace M. Brennan, CFO

- t. **RESOLUTION #2025-40:** Approving 2025 Professional Services Contract – Conflict Engineer, Richard Roseberry, Collier’s Engineering & Design, Inc.

**RESOLUTION #2025-40**

**UNION TOWNSHIP, HUNTERDON COUNTY  
 APPROVING 2025 PROFESSIONAL SERVICE CONTRACT/ENGINEERING SERVICES  
 Richard Roseberry / Colliers Engineering and Design, Inc.**

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 anticipated term of this contract is one year; and

**MINUTES OF REGULAR MEETING January 22, 2025**

WHEREAS, the firm of Colliers Engineering and Design, Inc. has completed and submitted a Business Entity Disclosure Certification which certified that Colliers Engineering and Design, 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 Colliers Engineering and Design, 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 Richard Roseberry from Colliers Engineering and Design, Inc. as follows:

1. The Engineer shall be compensated at the hourly rate of **\$185.00** per hour and shall not exceed the sum of \$20,000.00 for his engineering services rendered as needed or requested by the Township Committee, Planning Board/Board of Adjustment, or other Township agencies.
2. Alternate Engineering services may be performed for the Township by other principals and employees of the firm of Colliers Engineering and Design, Inc. under the direct supervision of C. Richard Roseberry, P.E. is unavailable or when otherwise necessary and desirable.
3. This agreement shall cover the period from January 1, 2025, to December 31, 2025.
4. The Alternate 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 also part of this agreement.
6. Colliers Engineering and Design, 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.

Date: January 22, 2025

**CERTIFICATION AS TO AVAILABILITY OF FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, Chief Financial Officer of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the 2025 Temporary/Adopted Budget to award a contract to Colliers Engineering and Design, Inc. under the line item "Engineering".

Date: \_\_\_\_\_

\_\_\_\_\_  
Grace M. Brennan, CFO

- u. **RESOLUTION #2025-41**: Approving 2024 Professional Services Contract – Bond Counsel-Wilentz Golden & Spitzer, P.A.; Everett Johnson, Esq.

**RESOLUTION #2025-41  
UNION TOWNSHIP, HUNTERDON COUNTY**



MINUTES OF REGULAR MEETING January 22, 2025

APPROVING 2025 AWARD OF CONTRACT OF PROFESSIONAL SERVICES FOR BOND COUNSEL

Everett Johnson, Esq.
of the Firm Wilentz Goldman & Spitzer P.A.

WHEREAS, there exists a need for specialized legal services in connection with the authorization and issuance of bonds or notes of the Township of Union (the "Township") in the Township of Union, County of Hunterdon, State of New Jersey, including the review of such procedures and the rendering of approving legal opinions acceptable to the financial community; and

WHEREAS, such special legal services can be provided only by a recognized Bond Counsel firm, and the law firm of WILENTZ GOLDMAN & SPITZER P.A., 90 Woodbridge Center Drive, Suite 900, Box 10, Woodbridge, New Jersey, 07095-0958, is so recognized by the financial community; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. requires that notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised;

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

- 1. The law firm of Wilentz Goldman & Spitzer P.A., Woodbridge, New Jersey, is hereby retained to provide the specialized legal services necessary in connection with the authorization and the issuance of bonds or notes by the Township of Union. Cost of various services is specified in the agreement and shall not exceed \$20,000.00;
2. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.
3. A copy of this Resolution as well as the Contract shall be placed on file with the Clerk of the Township of Union.
4. A notice in accordance with the Local Public Contracts Law of New Jersey shall be published in the Hunterdon Democrat.

Date: January 22, 2025

CERTIFICATION AS TO AVAILABILITY OF FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., I, Grace M. Brennan, as Chief Financial Officer of the Township of Union, have ascertained that there are available sufficient uncommitted appropriated funds in the 2025 Temporary/Adopted Budget to award a contract to Wilentz Goldman & Spitzer P.A., as appropriated under the line item "\_\_\_\_\_".

Date: \_\_\_\_\_

Grace M. Brennan, CFO

End of Consent Agenda

Table with 7 columns: Roll Call Vote, Moved, Seconded, Ayes, Nays, Abstain, Absent. Rows include Mr. Scott, Mrs. Cherney, Mr. Wunder, Mr. Stiger, and Dr. DeGiralamo.

Motion Carried

v. Payment of Bills

Mr. Wunder asked if the invoice for salt in the amount of \$27,749.44 was per storm, monthly or quarterly. CFO Brennan responded that it is for one of the deliveries during the winter months. He also questioned charges for Fire Hydrants Service in the amount of \$3,787.50. CFO Brennan explained that quarterly payments are made to the Town of Clinton for water to be available at Fire Hydrants located in the Township.

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Scott			x			
Mrs. Cherney			x			
Mr. Wunder		x	x			
Mr. Stiger	x		x			
Dr. DeGiralamo			x			

Motion Carried

**14. REPORTS**

- a. **Attorney’s Report** – Atty. Sharpe said she has an Affordable Housing matter for Executive Session.
- b. **Mayor’s Report**

Mayor introduced Jillian Curry, a resident, who is also an artist. He asked if samples of her art be passed among the rest of the Committee members. He would like the Committee to consider upgrading the aesthetics of the meeting room with some of Jillian’s work. He said that art would be donated. The Township would be providing frames for four pieces. Kara Cherny mentioned that in the future she would like to start the Union Township Art Gallery and asked Ms. Curry to stay in touch.

Financing of printing and mailing quarterly newsletter was discussed. The Mayor said that he will be designating one page of the newsletter to eight advertisers. If there are more than eight interested, he suggested that each quarter names are drawn by an administrative employee of the Township. Rules for giving equal opportunity to all advertisers were briefly discussed.

Mayor DeGiralamo asked for a motion to approve one page of the Township’s quarterly newsletter for advertisements at \$140.00 per advertisement. Advertisers will be randomly selected as discussed.

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Scott		x	x			
Mrs. Cherney			x			
Mr. Wunder	x		x			
Mr. Stiger			x			
Dr. DeGiralamo			x			

Motion Carried

Mayor DeGiralamo appointed Lisa Schmidt as a member of the UT Recreation Committee

**c. Committee Reports**

Mr. Scott reported the following:

- Introduced himself to Recycling Coordinator Boyden. He said that a fence around the recycling center needs to be extended to prevent trash blowing on adjacent property.
- Met with Road Foreman Fleming. Mentioned potholes on Rt. 173 to him. He was assured that they would be repaired/patched soon.

## MINUTES OF REGULAR MEETING January 22, 2025

- No issues with snow and ice removal during the first major snow storm this winter. With the Committee’s approval Mr. Scott would like to repost street parking rules and regulations during snowstorms.
- Mr. Scott would like for this Committee to consider having Twp. Attorney research the propriety of having the Township Committee represent the Township’s interest in the Warehouse Application. The Committee agreed.

Mrs. Cherney reported the following:

- Matt Wunder and I attended a meeting with CFO Brennan discussing 2025 employee salaries.
- Met with OEM Coordinator Papenfuhs about the possibility of revitalizing CERT (Community Emergency Response Team).
- The “Internet Safe Swap” sign has been ordered and will be placed in a monitored municipal parking area.

Mr. Stiger reported the following:

- Mentioned that Clean Communities Funds can be used to extend fencing at the recycling center.
- Informed the Committee on the redevelopment status of the Union Hotel on Main Street in Flemington.
- Summarized the County Committee Planning Board meeting. He said that Lower Delaware Wild and Scenic River Committee did a presentation and said that there are many interesting organizations doing a lot of good things.
- Working on 2025 Roads Assessment Plan and Wash Bay and Garage Roof project.

d. **Finance Officer** –

- Stated that Road Foreman Fleming expressed an interest in taking classes to become a certified Public Works Manager. With the Committee’s permission Mrs. Brennan said she will tell him to sign for the first class.
- Positions and employment of previous seasonal hires for parks were briefly discussed.
- Mentioned a meeting with Personnel Liaisons regarding 2025 salaries.

**14. PUBLIC COMMENTS** –

Nick Labelle, a resident, commented on the great idea of opening the newsletter to advertisers to offset the cost of publishing and distribution. Also asked if tonight’s presentation about Affordable Housing could be posted on the website. The Mayor said that it will be posted later this week.

Heather Eberstein, a resident, who has previous experience in advertising mentioned a couple of legal stipulations for the Committee’s consideration before placing ads in the newsletter.

Brian Lepore, a resident, asked the timeline for tree removal on various streets. The Committee agreed that it would be the first quarter of this year.

**15. EXECUTIVE SESSION** – Mr. Stiger announced that Planning Board Chair Ford will be participating in Executive Session as a member of the Affordable Housing Sub Committee.

**Resolution #2025 - 42**

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by resolution;

NOW THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Union will convene in an Executive Session that will be limited only to consideration of items with respect to which the public may be excluded pursuant to N.J.S.A. 10:4-12b. The general nature of the subject or subjects to be discussed in this session is as follows:

1. Attorney/Client Privilege - Affordable Housing

The matters discussed in this session will be disclosed to the public when the need for confidentiality no longer exists.

Formal action may be taken following the conclusion of the Executive Session.

BE IT FURTHER RESOLVED by the Township Committee of the Township of Union assembled in public session on January 22, 2025, at 9:51 p.m. in the Union Township Municipal Building, 140 Perryville Road, Hampton, New Jersey, for the discussion of matters relating to the specific items designated above. Action may be taken.

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Scott			x			
Mrs. Cherney			x			
Mr. Wunder		x	x			
Mr. Stiger	x		x			
Dr. DeGiralamo			x			

Motion Carried

Motion to come out of Executive Session at 10:17 pm

Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Scott			x			
Mrs. Cherney		x	x			
Mr. Wunder			x			
Mr. Stiger	x		x			
Dr. DeGiralamo			x			

Motion Carried

Following the Executive Session Mayor DiGiralamo asked that the following resolution to be approved:

- w. **RESOLUTION #2025-43:** Adopting the Township’s Affordable Housing Resent and Prospective Need Obligation for the Period of July 1, 2025 through July 1, 2035 in Accordance with P.L. 2024 C.2, and Reserving All Rights.

**TOWNSHIP OF UNION**

**RESOLUTION NO. 2025 - 43**

**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.**

## MINUTES OF REGULAR MEETING January 22, 2025

**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

## MINUTES OF REGULAR MEETING January 22, 2025

**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

## MINUTES OF REGULAR MEETING January 22, 2025

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

MINUTES OF REGULAR MEETING January 22, 2025

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





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**Union Township, Hunterdon County, declares the following Fourth Round Affordable Housing Obligation:**

- 1. Present Need: 0**
- 2. Fourth Round / Prospective Need Obligation: 41**

As stated in the Amended Fair Housing Act (P.L. 2024, CHAPTER 2,) (hereinafter the “FHA”), municipalities must adopt a binding resolution declaring their fourth round affordable housing obligation prior to January 31, 2025 to maintain immunity from exclusionary zoning litigation and obtain a compliance certification through the Affordable Housing Dispute Resolution Program. This resolution shall describe the basis for the municipality’s determination of the obligation and bind the municipality to subsequently submitting a housing element and fair share plan. Union Township adopted said resolution, which references this Report, at their January 22, 2025 Governing Body meeting.

As stated in the FHA, the municipality shall determine its present and prospective fair share obligation for affordable housing in accordance with the formulas established therein. As also stated in the FHA, the municipality’s determination of the obligation shall have a presumption of validity, if established in accordance with the FHA. Union Township’s declaration of its affordable housing obligation is consistent with the methodology set forth in the FHA.

**Present Need**

Union Township supports and accepts the methodology and calculation of the present need as set forth by the Department of Community Affairs in *Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background*, released on or about October 18, 2024. As such, the Township declares its fourth round present need obligation to be 0.

**Fourth Round Prospective Need**

With one exception, Union Township supports and accepts the methodology and calculation of the prospective need as set forth by the Department of Community Affairs in *Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background*, released on or about October 18, 2024 (hereinafter the “DCA Report”). The exception addresses the land capacity factor (hereinafter “LCF”); all other figures and calculations (regional need, income capacity factor, nonresidential valuation factor) used by Union Township to calculate the prospective need are consistent with the DCA Report.

The LCF identifies developable land in each municipality and is used to allocate the regional affordable housing obligation to those municipalities with available land to accommodate the obligation (as one of three factors responsible for the allocation). The FHA states the LCF shall be *determined by estimating the area of developable land in the municipality’s boundaries and regional boundaries that may accommodate development through the use of the “land use / land cover data” most recently published by the Department of Environmental Protection, data from the American Community Survey and*

## MINUTES OF REGULAR MEETING January 22, 2025

*Comprehensive Housing Affordability Strategy dataset thereof, MOD-IV Property Tax List data from the Division of Taxation in the Department of the Treasury, and construction permit data from the Department of Community Affairs, and weighing such land based on the planning area type in which such land is located.* It goes on to state that developable land that may accommodate development shall be weighted based on the planning area in which such land is located.

The process for Fourth Round affordable housing compliance and the criteria, methodology and formulas each municipality must rely upon to determine its present and prospective need obligation are now set forth within N.J.S.A. 52:27D-304.1 thru -304.3 of the FHA. The March 8, 2018 unpublished decision of the Superior Court, Law Division, Mercer County, In re Application of Municipality of Princeton (“Jacobson Decision”) is also to be referenced as to datasets and methodologies that are not explicitly addressed in N.J.S.A. 52:27D-304.3. Furthermore, both the Jacobson Decision and N.J.S.A. 52:27D-304.3a of the FHA explain that the datasets and information must be reliable and updated to the greatest extent practicable. For example, N.J.S.A. 5:27D:304.3a explicitly states: “[t]hese calculations of municipal present and prospective need shall use necessary datasets that are updated to the greatest extent practicable.”

Consistent with sections 6 and 7 of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.2 and N.J.S.A. 52:27D-304.3), we have considered 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 (including wetlands, wetland buffers, and steep slopes) and other site specific information, construction permits, and MOD-IV data maintained and on file with the Township, and conservation easements and other deed restrictions. Based upon our analysis of the DCA Report, the data and data sets relied upon by the DCA and our analysis of the Township’s up-to-date localized verifiable data, we have determined that the DCA arrived at the Township’s land capacity factor using incorrect assumptions and outdated data and/or or incorrect or inaccurate data.

The areas identified as developable in the DCA’s calculation of the Land Capacity factor is indeed overinclusive. Accordingly, the land capacity allocation factor should be adjusted from 207.64 acres to 2.63 acres. When this correction is made, Union Township’s round 4 prospective need number should be 41, not 118. For further details on the below two categories of corrections, see the table and mapping in attached to this Report.

1. Preserved Property – 127.24 acres of developable lands identified by DCA are restricted from further development via a resolution of subdivision approval or a conservation easement and thus may not be developed for any purpose. The relevant documents are available upon request. The lack of development rights for these properties should be recognized in the same manner as the DCA did for other preserved properties, such as those subject to the Farmland Preservation Program or Green Acres Program, for these properties area also unable to accommodate additional development. As such, the LCF should be corrected to eliminate these properties.
2. State Owned Property – 78.45 acres of developable lands identified by DCA are part of the Edna Mahon Correctional Facility. This facility is in operation, housing inmates and operating its programs, buildings, and grounds. These properties are not subject to Township zoning and may not be developed, and as such should be eliminated from the LCF. However, their inclusion in the LCF may be appropriate if in the future they are vacated and sale of the property occurs or is expected.

Exclusion of this site is similar to the DCA exclusion of other government owned properties, such as local schools (see Union Township Middle School at 165 Perryville Road), County properties (see the Hunterdon County Administration Complex at 314 Route 12, Raritan Township) state owned open space (see Spruce Run and Round Valley Reservoirs at 68 Van Syckles Road in Clinton Township and 1220 Stanton Lebanon Road in Clinton Township). These properties’ lack of developability due to ongoing government use should be recognized in the same manner as the

## MINUTES OF REGULAR MEETING January 22, 2025

DCA did for the other government owned properties described prior, for there is no distinction in their inability to be developed or redeveloped.

The State has not indicated that this property will be sold in the coming years or otherwise redeveloped. In fact, the state land disposition process is a multi-year process that has not started for this site and for which there is no evidence to suggest the disposition of this property would occur during the fourth round. N.J.S.A. 52:31-1.6 governs disposition of property owned by the State Department of Corrections (hereinafter "DOC:"). Under the Statute, the head of DOC with approval of the Governor and State House Commission, are authorized to dispose of the State's interest in the property if deemed appropriate by the DOC head. The DOC must provide 30-day's notice of sale/transfer of property identified or contemplated by the master plan to various committees, including the General Assembly State Government Committee, the Senate State Government Committee, the General Assembly Appropriations Committee, and the Senate Revenue, Finance and Appropriations Committee. To reiterate, there is no indication the property will be disposed of, but if it were, this multi-year process has not started.

Consider for a similar example – the Camden Riverfront State Prison – this property remains in State ownership 16 years after closure. Four (4) years after the prison's closure in 2009, a law enacted in 2013, P.L.2013, c.22, authorized the sale and conveyance of that property by the Department of the Treasury to the New Jersey Economic Development Authority (hereinafter the "EDA") so that the EDA could sell the property. Note that the decision to transfer the property to another government agency, not a private developer that might seek to redevelop the site, took four years. Eleven years later, the property remains in State ownership, unsold by the EDA. Given the ongoing occupancy and operation of the Edna Mahon Correctional Facility, and the multi-year process to dispose of the property – the LCF should be corrected to eliminate these properties.

The above listed corrections are necessary to properly account for property for which there are no development rights (preserved or otherwise restricted) and property that, similar to preserved property, are unable to be developed privately or by the municipality (Edna Mahon Correctional Facility). These corrections are appropriate to best allocate the regional obligation proportionately to those municipalities that have the land capacity to fulfill the obligation – doing so will reduce the extent of vacant land and durational adjustment obligations, resulting in the increased creation of affordable housing in the region. The Township's corrections are consistent with the FHA and the approach in the DCA Report. The State Agency interpreted the FHA as was thought necessary to calculate an accurate LCF for each municipality. Union Township's LCF calculation continues this principle by correcting the Agency's identification of "developable" property. The Program should recognize that the DCA took steps beyond those specified in the FHA it deemed necessary to calculate the LCF. There are multiple examples of the DCA deviating from the strict and minimum language in the FHA as necessary to calculate a reasonably accurate LCF. In each of the following examples, these environmental features are not addressed in the NJDEP Land Use Land Cover data, FHA, or the "Jacobson Decision" but yet they are excluded from the DCA's calculation of the LCF.

- Steep slopes exceeding 15%;
- Category 1 waterway buffers; and
- Wetland buffers.

These categories of land were excluded to recognize their lack of developability. The additional preserved and correctional facility properties should be excluded from the LCF for the same reasons.

Additionally, the Township's corrections are consistent with the following guiding documents:

- FHA and the "Jacobson Decision": The Act states the calculation of municipal obligation shall be consistent with the therein, as well as the *March 8, 2018 unpublished decision of the Superior Court, Law Division, Mercer County, In re Application of Municipality of Princeton shall be*

## MINUTES OF REGULAR MEETING January 22, 2025

referenced as to datasets and methodologies that are not explicitly addressed by this section. The Township's corrections to DCA's calculation of the LCF are consistent with this decision.

- The Jacobson decision, in regard to the LCF, addresses the proper data source to identify “undeveloped land in the community that can accommodate development” and finds that use of the NJDEP Land Use Land Cover is best. The decision does not address the other factors in the calculation, despite that they are reflected in the approach endorsed by the Court, such as but not limited to exclusion of preserved property.
- FHA: The law states, in N.J.S.A. 52:27D-304.3a, “calculations of municipal present and prospective need shall use necessary datasets that are updated to the greatest extent practicable.” The Jacobson decision explained this point further: “Any reasonable methodology must have as its keystone three ingredients: reliable data, as few assumptions as possible, and an internal system of checks and balances. Reliable data refers to the best source available for the information needed and the rejection of data which is suspect. The need to make as few assumptions as possible refers to the desirability of avoiding subjectivity and avoiding any data which requires excessive mathematical extrapolation. An internal system of checks and balances refers to the effort to include all important concepts while not allowing any concept to have a disproportionate impact.”
- The Township's corrections regarding State-owned property are based on reliable and updated data that is reflected in the MOD IV databased, as well as inventories of Stateowned properties.
- The Township's corrections regarding preserved properties are a correction to DCA's attempt to exclude preserved properties. The Township serves as a check for this step in the DCA process to ensure an accurate calculation of developable land.
- FHA: The findings in N.J.S.A. 52:27D-302.2.s., states *[t]he Legislature, in amending and supplementing the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), intends to facilitate comprehensive planning in alignment with smart growth principles, and the State Development and Redevelopment Plan.* (emphasis added)
- An accurate LCF, one that reflects lands that are eligible for residential development, promotes comprehensive planning by allocating the regional obligation proportionately to those municipalities that have the land capacity to fulfill the obligation.
- The Township's corrections are consistent with the adopted State Development and Redevelopment Plan, including but not limited to, Open Space and Recreational Lands Policy 9 – Retention of Recreational and Open Space Land in Private Ownership (*Promote and encourage the protection and enhancement of privately owned tracts of open space...*)
- Mt. Laurel II Decision<sup>1</sup>: This 1983 Supreme Court decision states municipal obligations should reflect conservation and environmental conditions,

*We reassure all concerned that Mount Laurel is not designed to sweep away all land use restrictions or leave our open spaces and natural resources prey to speculators. Municipalities consisting largely of conservation, agricultural, or environmentally sensitive areas will not be required to grow because of Mount Laurel. No forests or small towns need be paved over and covered with high-rise apartments as a result of today's decision.*

- AMG Decision<sup>2</sup>: This 1984 Superior Court decision sets forth the original basis for determining municipal affordable housing obligations. While subsequent efforts by COAH and the FHA provide alterations to the methodology, the basic framework remains – including the three allocation

<sup>1</sup> Southern Burlington County NAACP v. Township of Mt. Laurel (II), 92 N.J. 158, 456 A.2d 390 (1983)

<sup>2</sup>

factors. The AMG decision refers to the “growth area” factor for what is now referred to at the LCF. This decision recognizes the need for an accurate accounting of developable land for the regional allocation.

Any reasonable methodology must account for a municipality's physical capacity to provide space for new construction. The growth area factor is designed to

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reflect that capacity. It identifies that area within the municipality which has been earmarked by the SDGP as an appropriate place for development.

...  
It should be recognized that a municipality's capacity to accept lower income housing would be better measured by a factor which identifies the amount of vacant developable land within the growth area. Not all growth area land is vacant or suitable for development. Some towns designated as growth are fully developed. Other vacant land is either physically constrained due to slopes, watercourses or other conditions or is inappropriate for Mount Laurel high density development because of other planning or environmental concerns.

(Emphasis added)

**Opinions and Conclusions**

As part of our analysis, this office has prepared a “Land Capacity Factor Correction” chart which details the parcels/land included in the DCA Report that must be corrected, as well as more detailed mappings of same. The “Land Capacity Correction“ chart and mappings are incorporated at the end of this report. The methodology used to identify and exclude parcel types listed in the analysis contained within this report is consistent with the published DCA Report. The data, data sources, methodology, criteria and formulas relied upon in completing this analysis and arriving at these opinions, including the calculation of the Township’s Prospective Need Obligation, was performed in accordance with sections 6 and 7 of P.L. 2024, c. 2 (N.J.S.A. 52:27D-304.2 and N.J.S.A. 52:27D-304.3) and the Jacobson Decision. All opinions and conclusions set forth herein are within a reasonable degree of professional planning certainty. We reserve the right to amend and supplement our findings, opinions and conclusions should additional information be made available at a later date.

The below table provides the summary calculation of fourth round obligation for the Township of Union, Hunterdon County.

**Union Township Fourth Round Obligation Methodology Summary**

<b>Factor</b>	<b>DCA</b>	<b>Corrected</b>
Region 3 Household Change 2010-2020	29,009	29,009
Region 3 Low & Mod Home Estimate	11,604	11,604
Union Nonresidential Valuation Factor	0.14%	0.14%
Union Regional Income Capacity Factor	0.89%	0.89%
<i>Union Land Capacity Factor</i>	2.01%	0.02%
<i>Average Factor</i>	1.01%	0.35%
<b><i>Union’s Fourth Round Obligation</i></b>	<b>118</b>	<b>41</b>

**Union Township, Hunterdon County: Land Capacity Factor Correction**

<b>LCF ID</b>	<b>Block</b>	<b>Lot</b>	<b>Property Location</b>	<b>Owner Address</b>	<b>Property Use</b>	<b>DCA Identified Acreage</b>	<b>Township Identified Acreage</b>
1	29.02	1	2 STIRES WAY	2 STIRES WAY	Wooded portion of farmland; Subject to Conservation Easement	0.06	0.00
2	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	0.08	0.00
3	22	12	FRONTAGE ROAD	PO BOX 120	Wooded Area	0.09	0.09
4	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	0.16	0.00
5	29	2	STIRES WAY	140 SYLVAN AVE STE 300	Vacant	0.28	0.28
6	22	30	5 FRONTAGE ROAD	3498 ROUTE 22	Stone Supplier/Quarry; Wooded Area	0.12	0.12
7	22	30	5 FRONTAGE ROAD	3498 ROUTE 22	Stone Supplier/Quarry; Wooded Area	0.14	0.14
8	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	0.09	0.00
9	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	0.21	0.00

10	13	6			Wooded Area	0.15	0.15
11	30	12	32 GROVE FARM RD	32 GROVE FARM ROAD	Wooded Area; Subject to Conservation Easement	0.26	0.00

<b>Union Township, Hunterdon County: Land Capacity Factor Correction</b>							
<b>LCF ID</b>	<b>Block</b>	<b>Lot</b>	<b>Property Location</b>	<b>Owner Address</b>	<b>Property Use</b>	<b>DCA Identified Acreage</b>	<b>Township Identified Acreage</b>
12	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	0.21	0.00
13	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	0.16	0.00
14	29.02	1	2 STIRES WAY	2 STIRES WAY	Farmland; Subject to Conservation Easement	1.08	0.00
15	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	0.28	0.00
15	22	28	FRONTAGE ROAD	3498 ROUTE 22	Edna Mahon Correctional Facility	-	0.00
16	30	12	32 GROVE FARM RD	32 GROVE FARM ROAD	Wooded Area; Subject to Conservation Easement	0.64	0.00
17	30	12	32 GROVE FARM RD	32 GROVE FARM ROAD	Wooded Area; Subject to Conservation Easement	0.79	0.00

18	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	0.34	0.00
19	22	30	5 FRONTAGE ROAD	3498 ROUTE 22	Stone Supplier/Quarry; Wooded Area	0.75	0.75
20	22	30	5 FRONTAGE ROAD	3498 ROUTE 22	Stone Supplier/Quarry	0.42	0.42
21	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	0.27	0.00

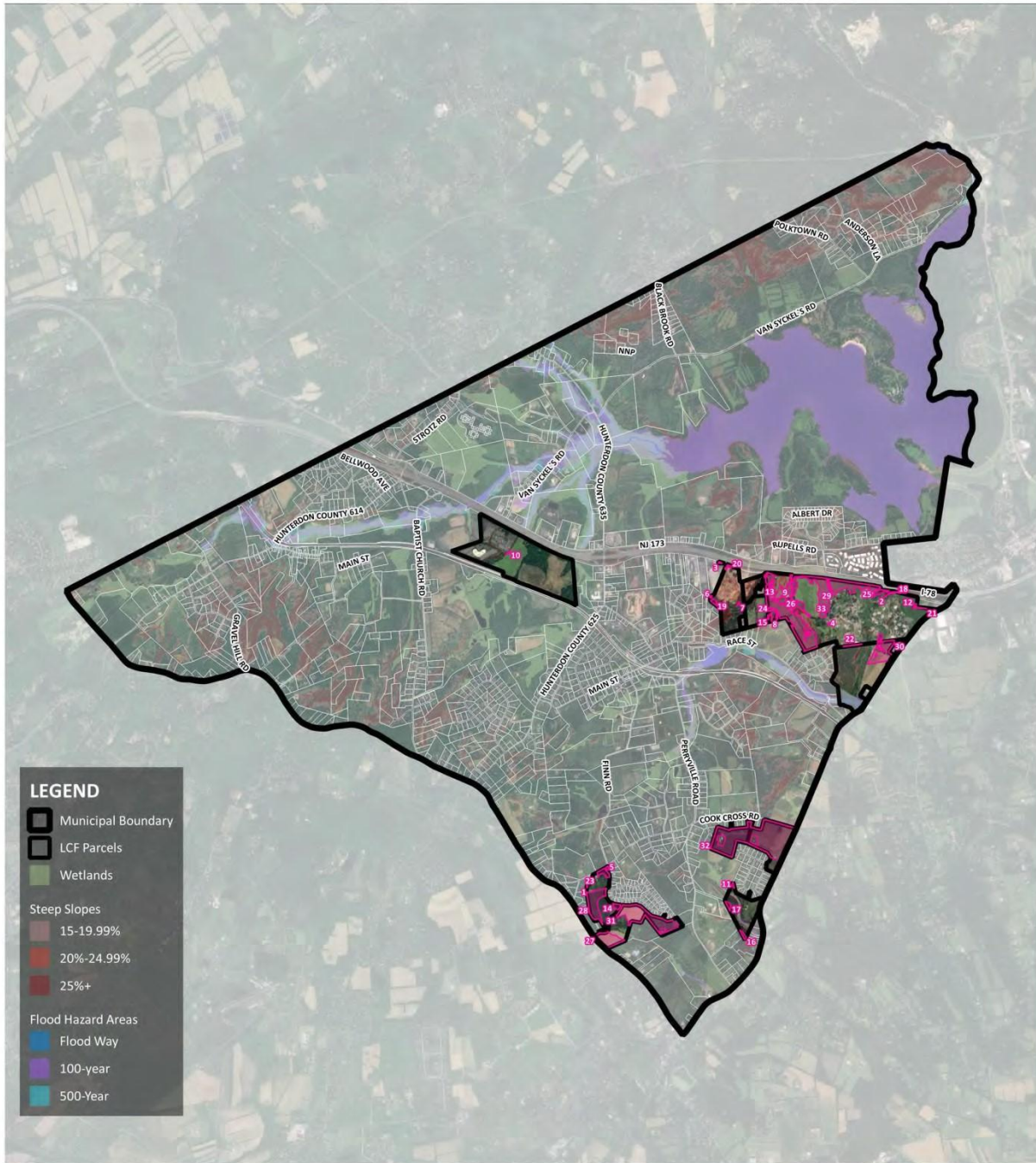
**Union Township, Hunterdon County: Land Capacity Factor Correction**

<b>LCF ID</b>	<b>Block</b>	<b>Lot</b>	<b>Property Location</b>	<b>Owner Address</b>	<b>Property Use</b>	<b>DCA Identified Acreage</b>	<b>Township Identified Acreage</b>
22	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	0.30	0.00
22	22	20	ROUTE 513	PO BOX5 196	Edna Mahon Correctional Facility; Subject to Conservation Easement	-	0.00
23	29.02	1	2 STIRES WAY	2 STIRES WAY	Portion of Farm/residence; Subject to Conservation Easement	2.05	0.00
24	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	0.68	0.00
25	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	1.63	0.00
26	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	2.34	0.00



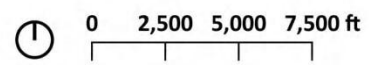
27	29.03	18	6 GROOM ROAD	6 GROOM RD	Farmland; Subject to Conservation Easement	9.15	0.00
28	29.02	1	2 STIRES WAY	2 STIRES WAY	Farmland; Subject to Conservation Easement	12.32	0.00
29	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	13.61	0.00
30	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	13.27	0.00
30	22	20	ROUTE 513	PO BOX 5196	Farmland; Subject to Conservation Easement	-	0.00
<b>Union Township, Hunterdon County: Land Capacity Factor Correction</b>							
<b>LCF ID</b>	<b>Block</b>	<b>Lot</b>	<b>Property Location</b>	<b>Owner Address</b>	<b>Property Use</b>	<b>DCA Identified Acreage</b>	<b>Township Identified Acreage</b>
31	29.03	18	6 GROOM ROAD	6 GROOM RD	Farmland; Subject to Conservation Easement	23.78	0.00
31	29.03	17	STEVENS LANE	PO BOX 5627	Farmland; Subject to Conservation Easement	-	-
32	30	1	20 RED JACKET LANE	20 RED JACKET LANE	Preserved farmland	63.84	0.00
32	30	11			Preserved farmland	-	0.00
33	22	18	30 ROUTE 513	WHITTLESEY RD	Edna Mahon Correctional Facility	58.09	0.00

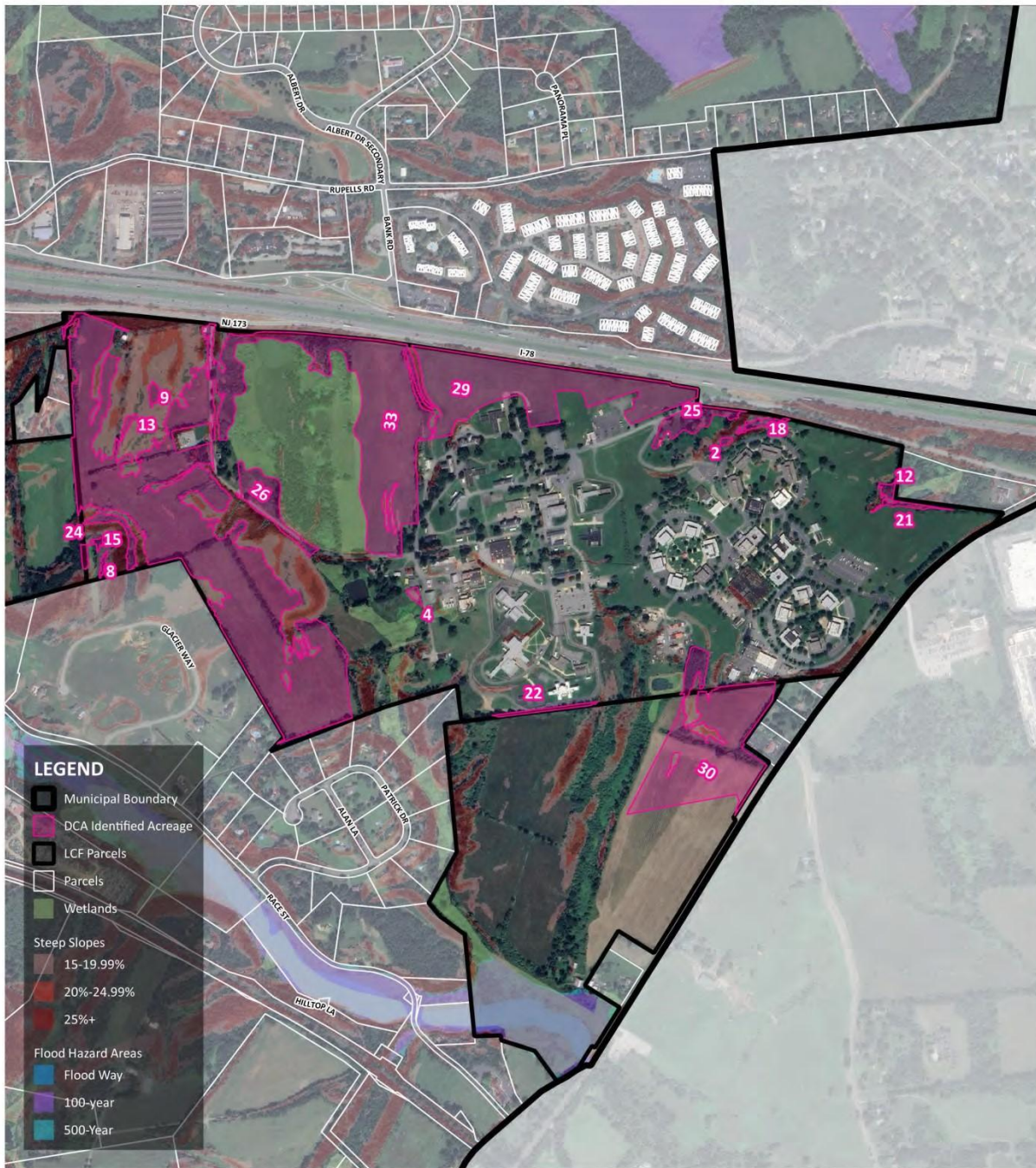
33	22	15.01	3 FRONTAGE ROAD	78 ROUTE 173 WEST #1	Edna Mahon Correctional Facility	-	0.00
33	22	28	FRONTAGE ROAD	3498 ROUTE 22	Edna Mahon Correctional Facility	-	0.00
33	22	18.02	FRONTAGE ROAD	3498 ROUTE 22	Edna Mahon Correctional Facility	-	0.00
<i>Total Area</i>						<i>207.64</i>	<i>1.95</i>



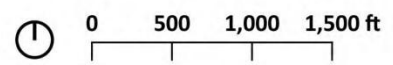
# LAND CAPACITY FACTOR ANALYSIS

4TH ROUND AFFORDABLE HOUSING  
 TOWNSHIP OF UNION | HUNTERDON COUNTY  
 DATA SOURCES: Google Earth 2023; NJGIN Parcels 2023





**LAND CAPACITY FACTOR ANALYSIS - EDNA MAHON**  
**4TH ROUND AFFORDABLE HOUSING**  
 TOWNSHIP OF UNION | HUNTERDON COUNTY  
 DATA SOURCES: Google Earth 2023; NJGIN Parcels 2023



Roll Call Vote	Moved	Seconded	Ayes	Nays	Abstain	Absent
Mr. Scott			X			
Mrs. Cherney	X		X			

**THESE MINUTES HAVE NOT BEEN APPROVED**

**UNION TOWNSHIP**

**TOWNSHIP COMMITTEE**

**MINUTES OF REGULAR MEETING January 22, 2025**

Mr. Wunder			X			
Mr. Stiger			X			
Dr. DeGiralamo		X	X			

Motion Carried

At this time Mr. Stiger gave an update on the timeline and documentation that must be provided/adopted before the Township conforms to Highlands Regional Master Plan.

**16. ADJOURNMENT**

There being no further business to come before the Township Committee at this time, Mr. Stiger made a motion to adjourn the meeting at 10:21 p.m. Mr. Wunder seconded the motion. Motion carried by unanimous favorable roll call vote.

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Transcribed by: Ella M. Ruta, Municipal Clerk

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David DeGiralamo, Mayor