

**1. CALL TO ORDER**

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:** led by Mayor or presiding officer.

4. **ROLL CALL**

5. **APPROVAL OF PRIOR MEETING MINUTES**

a. Regular and Executive Session Meeting Minutes of January 17, 2024

b. Special Budget Meeting Minutes of February 7, 2024

6. **VISITORS**

7. **REPORTS RECEIVED**

a. State Police, Trooper Caemmerer

b. Road Dept.- Week Ending; 1/12/24; 1/19/24; 1/26/24; 2/02/21; 2/09/24

c. Animal Control Officer – December 2023

d. Zoning Officer – January 2024

e. Pattenburg Volunteer Fire Company – January 2024

f. Engineer's Report

8. **CORRESPONDENCE / WRITTEN COMMUNICATIONS**

9. **PUBLIC COMMENTS**

10. **PUBLIC HEARING**

**ORDINANCE 2024 - 1**

**AN ORDINANCE APPROPRIATING THE SUM OF \$890,000 (\$162,700 FROM NJ DOT MUNICIPAL ROAD AID PROGRAM FOR LA-2023 MA UNION TOWNSHIP PERRYVILLE ROAD SECTION 4B , \$131,598 FROM NJ DOT MUNICIPAL ROAD AID PROGRAM FOR LA – 2024 MA UNION TOWNSHIP PERRYVILLE ROAD SECTION 4A, AND \$595,702 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 PERRYVILLE ROAD SECTIONS 4A AND 4B**

**ORDINANCE #2024 - 2**

**AN ORDINANCE FIXING AND DETERMINING MUNICIPAL CLASS POSITION TITLES AND SALARY RANGES FOR CERTAIN OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF UNION, COUNTY OF HUNTERDON, NJ – 2024**

11. **UNFINISHED BUSINESS**

j. **Discussion/Approval** – Applying for Spotted Lanternfly Population Reduction

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

**ORDINANCE #2024 - 3**

**AN ORDINANCE OF THE TOWNSHIP OF UNION, COUNTY OF HUNTERDON, STATE OF NEW JERSEY, AMENDING SECTION 1-5, GENERAL PENALTY, OF THE TOWNSHIP CODE TO UPDATE THE MAXIMUM PENALTY IN ACCORDANCE WITH N.J.S.A. 40:49-5**

**WHEREAS**, Section 1-5, General Penalty, of the Union Township Code does not reflect the current maximum penalty set forth in N.J.S.A. 40:49-5, which statute governs penalties for violating municipal ordinances; and

**WHEREAS**, the Township Attorney has recommended amending the Code accordingly.

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Union, County of Hunterdon, State of New Jersey, as follow:

**SECTION 1.** Section 1-5, General Penalty, § 1-5.1, Maximum Penalty, of the Union Township Code is hereby amended to read as follows:

§ 1-5.1 Maximum Penalty.  
[N.J.S.A. 40:49-5]

Any person who shall violate any provision of this Code or other ordinance of the Township, where no specific penalty is provided regarding the section violated, shall, upon conviction thereof, be punishable by one or more of the following: a fine not exceeding \$2,000 or imprisonment for a period not exceeding 90 days or to a period of community service not exceeding 90 days at the discretion of the Judge of the Municipal Court.

**SECTION 2.** If any section, paragraph, subsection, clause or provision of this ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any part thereof.

**SECTION 3.** All ordinances or parts of ordinances of the Township heretofore adopted that are inconsistent with any terms and provisions of this ordinance are hereby repealed to the extent of such inconsistency.

**SECTION 4.** This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

## **ORDINANCE #2024 - 4**

### **ORDINANCE OF THE TOWNSHIP OF UNION, COUNTY OF HUNTERDON, STATE OF NEW JERSEY, AMENDING CHAPTER 30, LAND USE, OF THE TOWNSHIP CODE TO REGULATE THE USE OF PORTABLE STORAGE CONTAINERS**

**WHEREAS,** the Municipal Land Use Law (“MLUL”), N.J.S.A. 40:55D-1 et seq., grants to municipalities the power to adopt a zoning ordinance relating to the nature and extent of the uses of lands, buildings and structures thereon; and

**WHEREAS,** the Township of Union desires to amend Chapter 30, Land Use, of the Township Code, to regulate the use of portable storage containers in residential zones.

**NOW, THEREFORE, BE IT ORDAINED,** by the Township Committee of the Township of Union, County of Hunterdon, State of New Jersey, as follows:

**SECTION 1.** Chapter 30, Land Use, § 30-2, Definitions, paragraph b., is hereby amended to add the following definitions:

#### **PORTABLE STORAGE CONTAINER**

A portable self-storage container that is delivered to and retrieved from a residential property for the temporary storage of personal property, and which is located for such purposes outside an enclosed building other than an accessory building or shed complying with all building codes and land use requirements. Such containers are not on a chassis and do not have axles or wheels.

#### **TEMPORARY STORAGE**

Storage for a limited duration until a Township-issued permit for such use expires.

**SECTION 2.** Chapter 30, Land Use, § 30-2, Definitions, paragraph b., Mobile Home, paragraph 1, is hereby amended as follows:

Mobile Home: A transportable structure intended for permanent occupancy, office, or place of assembly which is constructed on a chassis and may be in one or more units designed to be joined into one integral unit capable of again being separated for repeated towing, which arrives at a site complete and ready for occupancy except for minor and incidental unpacking and assembly operations, and which is constructed so that it may be used with or without permanent foundation. For the purposes of this definition, travel trailers and campers are not considered as mobile homes ~~and storage containers such as "PODS®" are considered as mobile homes.~~

**SECTION 3.** Chapter 30, Land Use, § 30-5.3, Temporary Accessory Uses, is hereby amended to establish paragraph d. to read as follows in its entirety:

d. **Permitted temporary use of portable storage containers.** Portable storage containers may be utilized as a temporary structure in residential zones conditioned upon compliance with the standards of this subsection. Any use of such containers within the Township not in compliance with this subsection shall be unlawful.

1. **Permit required; application; fee; duration; appeals.**

(a) Before a portable storage container is placed on any residential property, the owner, tenant or contractor must submit an application for a permit approving such placement

to the zoning officer. If the permit application is made by a tenant or contractor, written permission of the owner of the subject property for the placement of the portable storage container on the property must be provided to the zoning officer before the permit is issued.

- (b) Permits shall be issued for a time period not exceeding 45 days from the time of delivery of the portable storage container to the time of its removal. Upon application to the zoning officer with good cause shown, the time period may be extended for up to an additional 30 days. No further extensions shall be permitted except under § 30-5.3d1(c) below.
  - (c) In the event of fire or natural disaster causing substantial damage to a structure on the residential property, and provided building permits are obtained, the property owner may apply in writing to the zoning officer for permission to extend the time beyond what is permitted for a portable storage container in § 30-5.3d1(b) or § 30-5.3d4. The request shall provide sufficient information for the zoning officer to determine whether an extension will be granted. In the event of an adverse decision by the zoning officer, the applicant may appeal the decision to the Township Committee, whose decision shall be final.
  - (d) In the event of high winds other weather conditions in which such container may become a physical danger to persons or property, the zoning officer may require the immediate removal of the container.
  - (e) The fee for the initial permit/extension of permit due at time of application shall be \$75.00.
2. **Number.** Only one portable storage container may be placed at any residential property at one time. A portable storage container may not be located on the same property more than two times in any given one-year period.
  3. **Size.** A portable storage container located in a residential zone shall not exceed 10 feet in height, 10 feet width, or 20 feet in length.
  4. **Use with construction permit.** If a portable storage container is to be used in conjunction with a validly issued construction permit, said container shall be permitted to remain for the active duration of the construction permit, but in no event for more than 365 days from the date of the initial permit issuance. If construction at the site has not been actively and diligently pursued for a period of 6 months, the zoning officer may order the removal of any portable storage container from the property.
  5. **Location.** Portable storage containers may be placed upon driveways, and in side and rear yards if such locations meet the requirements of this subsection. No portable storage container shall be placed or located in the rear- and side-yard setback requirements for accessory buildings in the zone district. No container may be placed in a front yard. Portable storage containers are prohibited from being placed in streets or public rights-of-way except by express permission of the zoning officer and Police Department. If approved, a container placed in a street or public right-of-way must have reflective markers and/or cones placed around it. Such temporary placement is permitted for no more than 72 hours.
  6. **Condition.** Portable storage containers shall be free from rust, peeling paint, and other forms of deterioration. The container and area surrounding it shall be kept in a neat and clean condition. No material, goods, wares or debris is allowed to be placed on or under the portable storage container. Portable storage containers are to be left closed at all times except when loading or unloading.
  7. **Contents.** No hazardous, toxic or dangerous material, organic waste, business inventory, commercial goods, or any personal property that is not owned by the owner or occupant of the property where the container is located, is permitted to be stored in said container. Upon reasonable notice to the permit holder, the Township may inspect the contents of any portable storage container for compliance with this subsection.
  8. **Violations and penalties.**
    - (a) Any portable storage container placed in violation of this subsection or that is not removed at the end of the time for which it may lawfully remain in place, or immediately

upon the direction of the zoning officer or a law enforcement officer for removal for safety reasons, shall be punishable upon conviction thereof by a fine not to exceed \$2,000 for each violation committed hereunder. Any person violating this ordinance shall be subject upon conviction to the penalties in accordance with N.J.S.A. 40:49-5.

- (b) The owner of the subject property shall be afforded a 15-day period to cure or abate such violation. Every day that a violation continues after service of written notice by certified and/or regular mail to the property owner as shown on the latest tax duplicate shall be deemed a separate offense. The court may also order the removal of the violation by the Township, and the cost of such removal, together with the cost of administration of its removal, may be assessed against the property on which the portable storage container was located and may be filed as a lien against such property by the Township Clerk.

**SECTION 4.** Chapter 30, Land Use, § 30-5.5, Use Regulations, h., Accessory Uses, 5., H-5 Temporary Structures and Vehicles, is hereby amended as follows:

H-5 Temporary Structures and Vehicles. Such use shall include a temporary structure, vehicle, or use, excluding portable storage containers governed by § 30-5.3d. A temporary permit may be issued for structures or uses necessary during construction or other special circumstances of a nonrecurring nature, subject to the following additional provisions:

- (a) The time period of the initial permit shall be six months. This permit may be renewed for three-month time periods, subject to the limitations specified in § 30-7.2;
- (b) Temporary nonconforming structures or uses shall be subject to authorization by the Zoning Officer or governing body;
- (c) Such structure or use shall be removed completely within 30 days of the expiration of the permit without cost to the municipality;
- (d) Campers, recreational vehicles, and boats shall be stored on the premises by the occupant of the premises only and then only behind the front line of the house;
- (e) Tractor-trailers shall not be permitted to be parked in residential districts.

**SECTION 5.** Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

**SECTION 6.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.

**SECTION 7.** This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

## **ORDINANCE # 2024-5**

### **AN ORDINANCE OF THE TOWNSHIP OF UNION IN HUNTERDON COUNTY, NEW JERSEY AMENDING AND SUPPLEMENTING THE CODE OF THE TOWNSHIP OF UNION TO AUTHORIZE THE APPOINTMENT OF FIRE POLICE OFFICERS**

**BE IT ORDAINED** by the Township Committee of the Township of Union in Hunterdon County, New Jersey, as follows:

1. Section 2-14, “Fire Department” of the “Code of the Township of Union” (“Township Code”) amended to authorize the appointment of fire police officers. Section 2-14, “Fire Department” of the Township Code is hereby amended by replacing reserved subsection 2-14.8 with the following new subsection 2-14.8 authorizing the appointment of fire police officers and establishing the requirements therefor:

#### **§ 2-14.8. Fire police.**

- a. Pursuant to N.J.S.A. 15:8-4, the Fire Company may provide for the appointment of any Active Member–Firefighter in good standing or Active Member–Company in good standing to perform certain police duties at fires

and fire drills, for a term of office not exceeding five years from the date of the appointment. The appointed members shall, before starting their duties, qualify by:

1. Demonstrating compliance with all of the qualifications of Active Member–Firefighter or Active Member–Company set forth in section 2-14 of this Code and in the Fire Company bylaws.
  2. Successfully completing a basic fire police training course formulated or approved by the Division of Fire Safety.
  3. Taking and subscribing an oath that they will justly, impartially and faithfully discharge their duties according to the best of their ability and understanding. The oath shall be administered by the Union Township Municipal Clerk and subscribed to in duplicate. The original copy of the oath shall be filed with the Municipal Clerk and a copy thereof filed with the Secretary of the Fire Company.
- b. After appointment, a qualified member shall be eligible as a fire police officer and shall have full power and authority to act as a fire police officer in Hunterdon County or in any other county in which he or she is called upon to act.
- c. The Chief shall appoint a captain of the fire police. The captain shall meet all of the qualifications for Fire Captain set forth in the Fire Company bylaws. He or she shall hold the position for a term of one year and until a successor is appointed. Any duly appointed fire police officer shall be under the direct command of the captain of the fire police, subject to the supervision and control of the Chief, Deputy Chief/Assistant Chief, or the OIC, consistent with the Fire Company bylaws.
- d. It shall be the duty of any fire police officer to perform his or her duties under the supervision of the fire officer in charge of the fire or fire drill, until the arrival of a duly authorized police officer, who shall assume responsibility for the supervision of the performance of traffic duties, preservation of evidence and all other law enforcement duties. Nothing in this paragraph shall diminish the powers of the Chief or other superior officer of the Fire Company in the exercise of his or her duties pursuant to N.J.S.A. 40A:14-54.1.
- e. The duties of the fire police, subject to the supervision set forth above, shall be to:
1. Protect property and contents.
  2. Establish and maintain appropriate fire lines.
  3. Perform such traffic duties as necessary, from the fire station to and at the vicinity of the fire, fire drill or other emergency call, until the arrival of a duly authorized police officer or at any public event where fire police services may be requested to protect the public, subject to the approval of and supervision by the Superintendent of State Police.
  4. In the absence of investigating authorities, investigate all causes of fires and preserve all evidence pertaining to questionable fires and turn evidence over to proper investigating authorities.
  5. Wear the authorized fire police badge on the left breast of the outermost garment while on duty.
- Provided, however, that nothing herein shall give the fire police the right to supersede a duly authorized police officer.
- f. Fire police officers shall not ride on any fire suppression apparatus unless they are certified as a Firefighter-1 and possess a current SCBA fit test.
- g. If any person shall unreasonably refuse to obey the orders of the fire police, a fire police officer may arrest and keep said person under arrest until the fire is extinguished or the drill completed. If the offender is found guilty by a

municipal court or Superior Court, the offender shall be sentenced to pay a fine not exceeding \$200, plus court costs.

2. Repealer. Any article, section, paragraph, subsection, clause, or other provision of the Code of the Township of Union inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

3. Severability. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

4. Effective date. This ordinance shall take effect upon its passage and publication, as provided for by law.

### 13. NEW BUSINESS

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**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.

a. RESOLUTION #2024-: Refunding Overpayment of 2023 Taxes

#### **TOWNSHIP OF UNION, HUNTERDON COUNTY RESOLUTION TO REFUND OVER PAYMENT OF 2023 TAXES**

**WHEREAS**, the Tax Collector received an over-payment for the 2023 property taxes on Block 28, Lot 19.04 (303 Hidden Meadow Lane) as a result of a tax appeal judgment which was entered on January 9, 202; and

**WHEREAS**, a refund of the overpayment in the amount of \$3,171.28, has been requested by The Englert Law Firm, LLC who represented the property owner for this appeal,

NOW, THEREFORE, BE IT RESOLVED, on the 21<sup>st</sup> day of February, 2024 by the Township Committee of the Township of Union, Hunterdon County, State of New Jersey, as follows:

1. The Tax Collector should refund the amount of \$3,171.28
2. The CFO shall refund \$3,171.28 to The Englert Law Firm, LLC Attorney Trust Account, 181 New Road, Ste 304, Parsippany, NJ 07054
3. This Resolution shall take effect immediately upon adoption.

b. RESOLUTION #2024-: Approving 2024 Professional Services Contract – Township Attorney- Dorsey & Semrau, Attorneys at Law; Susan Sharpe, Esq.

#### **RESOLUTION AUTHORIZING CONTRACT FOR LEGAL SERVICES 2024 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 2024 at the hourly rate of \$153.00. 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 **2024** adopted municipal budget.
  4. A Notice of this action shall be printed once in the official newspaper of this municipality.
- c. **RESOLUTION #2024-** : Approving 2024 Professional Services Contract – Special Counsel – J. Peter Jost, Esq.

**RESOLUTION AUTHORIZING CONTRACT FOR SPECIAL LEGAL COUNSEL, 2024  
J. Peter Jost, Esq.**

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 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, J. PETER JOST, ESQ. has submitted a proposal indicating the fee for all other legal services rendered shall be \$170.00 per hour and in no event shall the amount of this contract exceed \$30,000.00, without prior approval of the Township governing body; and

WHEREAS, J. PETER JOST, ESQ. has completed and submitted a Business Entity Disclosure Certification which certifies that J. PETER JOST, ESQ. 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 J. PETER JOST, ESQ. 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 Legal Services, OE; and

NOW THEREFORE, BE IT RESOLVED by the Township Committee authorizes the Mayor and Clerk to enter into a contract with J. PETER JOST, ESQ. as described herein; 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 Hunterdon County Democrat.

- d. **RESOLUTION #2024-** : Approving 2024 Professional Services Contract – Planning Board/Board of Adjustment Legal Services; Mark Anderson. Esq.

**APPROVING CONTRACT FOR LEGAL SERVICES/PLANNING BOARD 2024  
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 2024.
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 2024 temporary and permanent Municipal budgets.
4. A Notice of this action shall be printed once in the official newspaper.

e. **RESOLUTION #2024-** : Approving 2024 Professional Services Contract – Tax Appeal Atty.; Martin Allen, Esq.

**AUTHORIZING CONTRACT FOR LEGAL SERVICES 2024  
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, 2024 to December 31, 2024.

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 **2023** temporary and permanent adopted municipal budgets.
4. A Notice of this action shall be printed once in the official newspaper of this municipality.
- f. **RESOLUTION #2024-** : Approving 2024 Professional Services Contract – Special Counsel-Affordable Housing; Jonathan Drill. Esq.

**AUTHORIZING CONTRACT FOR LEGAL SERVICES 2023  
Jonathan E. Drill, Esq. Special 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, Stickel, Koenig & Sullivan, has completed and submitted a Business Entity Disclosure Certification which certifies that Stickel, Koenig & Sullivan 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 Stickel, Koenig & Sullivan 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 Jonathan E. Drill, Esq., of Stickel, Koenig & Sullivan, a Professional Corporation, 571 Pompton Avenue, Cedar Grove, New Jersey 07009 for his legal services for **2024** at the hourly rate of \$200.00. The agreement is for a not to exceed amount of \$35,000.00. 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 Jonathan E. Drill, 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 **2024** adopted municipal budget.
4. A Notice of this action shall be printed once in the official newspaper of this municipality.

g. **RESOLUTION #2024-** : Approving 2024 Professional Services Contract - Auditor–Suplee, Clooney & Company

**APPROVING THE AWARD OF A  
2024 PROFESSIONAL SERVICES RESOLUTION/AUDITOR:  
SUPLEE, CLOONEY & COMPANY**

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Union, authorizes the Mayor and Clerk of the Township of Union to enter into a contract with SUPLEE, CLOONEY & COMPANY as described herein as auditors on and in behalf of the Township of Union for the year **2024**; 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.

h. **RESOLUTION #2024-** : Approving 2024 Professional Services Contract w/PB&BOA – Van Cleef Engineering; Robert Clerico, PE and PP

**APPROVING 2024 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 \$164.00 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 "2023 Schedule of Hourly Fees" attached hereto and made a part of this Agreement. Compensation for witnessing of and Soil Logs and Soil Permeably testing will be at a fixed rate of \$300.00 per day per lot tested.
3. This agreement shall cover the period from January 1, 2024, to December 31, 2024.
4. The Township Engineer agrees that no services are to be performed unless specific approval is granted by an appropriate Township official either verbally or in writing.
5. An Affirmative Action Employee Information Report is attached and is part of this agreement. In addition, a copy of Exhibit A, Mandatory Affirmative Action Language, and business Disclosure Entity Certification and the Determination of Value are attached and part of this agreement.
6. Van Cleef Engineering Associates will carry, at its expense, during the appointment period professional liability insurance.
7. If any provision or part thereof of this agreement is held to be void or unenforceable under any law and shall be deemed stricken all remaining provisions shall nevertheless continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
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.
- i. **RESOLUTION #2024-\_\_\_**: Approving 2024 Professional Services Contract w/TC – Van Cleef Engineering; Robert Clerico, PE

**APPROVING 2024 PROFESSIONAL SERVICE CONTRACT/ENGINEERING SERVICES TC  
Robert Clerico P.E.; Van Cleef Engineering Associates**

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

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

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

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

1. The Engineer shall be compensated at the hourly rate of \$164.00 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 "2020 Schedule of Hourly Fees" attached hereto and made a part of this Agreement. Compensation for witnessing of and Soil Logs and Soil Permeably testing will be at a fixed rate of \$300.00 per day per lot tested.
3. This agreement shall cover the period from January 1, 2024, to December 31, 2024.
4. The Township Engineer agrees that no services are to be performed unless specific approval is granted by an appropriate Township official either verbally or in writing.
5. An Affirmative Action Employee Information Report is attached and is part of this agreement. In addition, a copy of Exhibit A, Mandatory Affirmative Action Language, and business Disclosure Entity Certification and the Determination of Value are attached and part of this agreement.
6. Van Cleef Engineering Associates will carry, at its expense, during the appointment period professional liability insurance.
7. If any provision or part thereof of this agreement is held to be void or unenforceable under any law and shall be deemed stricken all remaining provisions shall nevertheless continue to be valid and binding upon the parties. The parties agree that this agreement shall

be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

9. In accordance with Local Finance Notice 2010-3 this 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.

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

j. **RESOLUTION #2024-\_\_\_**: Approving 2024 Professional Services Contract – Planner; Van Cleef Engineering; Robert Clerico, PP

**APPROVING 2024 PROFESSIONAL SERVICE CONTRACT/PLANNER  
Robert Clerico P.E.; Van Cleef Engineering Associates**

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

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

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

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

1. The Planner shall be compensated at the hourly rate of \$164.00 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, 2024, to December 31, 2024.

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 2024 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.

k. **RESOLUTION #2024-\_\_\_**: Approving 2024 Professional Services Contract – Traffic Engineer; Walter Lublanecki

**APPROVING 2024 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, 2024, to December 31, 2024.
  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.
1. **RESOLUTION #2024-** : Approving 2024 Professional Services Contract – Labor Atty. - Matthew Giacobbe, Esq.

**RESOLUTION AUTHORIZING CONTRACT FOR LEGAL SERVICES 2024  
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 **2024** at the hourly rate of \$175.00. In no event shall services rendered exceed the maximum yearly sum of \$10,000.00 without issuance of change order.
  2. This contract is awarded without competitive bidding as a “Professional Service” in accordance with 40A:11-5(1)(a) of the Local Public Contracts Law because Matthew J. Giacobbe, Esq. is an attorney at Law of the State of NJ in good standing and is a person authorized to practice a recognized profession.
  3. Approval of the attached contract is subject to availability and appropriation of sufficient funds as may be required in the **2024** adopted municipal budget.
  4. A Notice of this action shall be printed once in the official newspaper of this municipality.
- m. **RESOLUTION #2024-** : Approving 2024 Professional Services Contract – Affordable Housing Planner, Kyle +McManus Associates; Beth McManus

**AUTHORIZING CONTRACT FOR LEGAL SERVICES 2024  
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

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 **2024** at the hourly rate of \$147.00. 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 **2024** adopted municipal budget.
  4. A Notice of this action shall be printed once in the official newspaper of this municipality.
- n. **RESOLUTION #2024-** : Approving 2024 Professional Services Contract – Bond Counsel-Wilentz Golden & Spitzer, P.A.; Everett Johnson, Esq.

**APPROVING 2024 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.
- o. **RESOLUTION #2024-** : Approving 2024 Professional Services Contract – Geologist/Hydrogeologist–Van Cleef Engineering Associates; Eric DeRicco

**APPROVING 2024 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 \$157.00 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.

- p. **Motion to Approve** – Tree and Invasive Vegetation Removal Permit within the Conservation Easement – Two (2) Properties located in Perryville Ridge Development (as per application submitted to Zoning Officer).
- q. **Payment of Bills**

End of Consent Agenda

- r. **RESOLUTION #2024-** : Opposing Assembly Bill NO. 4/Senate Bill NO. 50, Which Proposes to Overhaul the Fair Housing Act (“FHA”) in a Way that Imposes Unrealistic Obligations with Unrealistic Deadlines Based Upon Onerous Standards.

### **Mount Laurel II**

**WHEREAS**, in 1983, the Supreme Court decided a landmark case, commonly referred to as Mount Laurel II; and

**WHEREAS**, Mount Laurel II and its progeny generated substantial litigation culminating in the enactment of the New Jersey Fair Housing Act in 1985 (“FHA”); and

### **The Fair Housing Act of 1985**

**WHEREAS**, the Legislature enacted the FHA to restore home rule, to bring the fair share numbers back to reality and to reduce the burdens of Mount Laurel compliance; and

**WHEREAS**, more specifically, the FHA sought *to restore home rule* by imposing a moratorium on the builder’s remedy and by providing an administrative process that municipalities could voluntarily pursue wherein they would be insulated from developers seeking builder’s remedies to try to compel them to capitulate their zoning demands; and

**WHEREAS**, the FHA sought *to bring the fair share numbers back to reality* by among other things defining the prospective need as the need “based on development and growth which is reasonably likely to occur” and by calling for the fair share to be adjusted to a number lower than the fair share formula generated if the municipality lacked sufficient land to satisfy the obligation generated by the fair share formula; and

**WHEREAS**, the FHA sought *to reduce the burdens on municipalities* by prohibiting any requirement for municipalities to expend their own resources to comply; and

### **The New Jersey Council on Affordable Housing**

**WHEREAS**, the FHA created COAH and conferred “primary jurisdiction” on COAH to administer the FHA and to implement the affordable housing policies of our State; and

**WHEREAS**, all acknowledge -- even Fair Share Housing Center (“FSHC”) -- that COAH functioned just fine in Rounds 1 and 2; and

**WHEREAS**, COAH did not adopt valid regulations for Round 3 despite multiple efforts to do so and made no efforts to cure the bottleneck the third time COAH voted 3-3 on Round 3 regulations; and

### **Mount Laurel IV**

**WHEREAS**, in 2015, the Supreme Court issued a decision, commonly referred to as Mount Laurel IV, in response to a motion to transfer the responsibilities of COAH back to the courts in light of COAH’s failure to adopt valid regulations; and

**WHEREAS**, in Mount Laurel IV, the Supreme Court returned the task of implementing the doctrine back to the Courts because COAH had failed to do its job and made no effort to cure the roadblock when it voted 3-3 on the third iteration of Round 3 regulations; and

**WHEREAS**, notwithstanding the foregoing, the Court emphasized that it preferred the administrative remedy created by the FHA to a judicial one and hoped that COAH would be effective so that towns could comply once again through the administrative process created by the FHA; and

**WHEREAS**, the Court process proved to be far more expensive than the COAH process and was ill-suited for resolving comprehensive planning disputes over affordable housing matters; and

**WHEREAS**, the Round 3 process was a disaster with judges pressing municipalities to comply before even establishing the obligations with which they must comply; and

**WHEREAS**, ultimately, on March 8, 2018, after a 41-day trial in Mercer County, Judge Jacobson issued an opinion in which she set forth a fair share methodology; and

**WHEREAS**, in that trial and in various other instances throughout the state, FSHC took the position that the Statewide obligation should exceed 300,000 to be addressed between 2015 and 2025; and

**WHEREAS**, municipalities, through Dr. Robert Powell, presented evidence that, in a best case scenario, the State could only absorb less than 40,000 affordable units and thus argued that FSHC's calculations was not grounded in reality whatsoever; and

**WHEREAS**, the Court, having been constrained by the Supreme Court to prescriptively utilize a formula from 1993, ultimately concluded that the Statewide obligation to be constructed between 2015-2025 was roughly 153,000 units; and

#### **The 354 Settlements with FSHC**

**WHEREAS**, FSHC reports that it entered 354 settlements in Round 3; and

**WHEREAS**, many municipalities are reeling under the burden of satisfying their obligations under those settlements entered between 2015 and 2023; and

**WHEREAS**, many of those Round 3 settlements will result in development during the Round 4 period; and

**WHEREAS**, Round 4 is set to begin on July 1, 2025 and there is no comprehensive analysis on the impacts of the 354 Round 3 settlements and over-zoning described above; and

**WHEREAS**, indeed, the A4/S50 Bill fails to consider the impact from affordable housing projects that were approved during the Third Round, but are still not yet under construction, as said projects, as well as additional future projects, will impact legitimate public concerns like infrastructure, the environment, schools, traffic, parking and open space; and

**WHEREAS**, the Round 3 process destroyed the balance achieved by the Fair Housing Act in 1985; and  
**A-4/S-50**

**WHEREAS**, on December 19, 2023, against the above backdrop, the Housing Committee of the Assembly (a) unveiled the Legislation (A-4) – a detailed 69-page bill that the Chairwoman of the Housing Committee announced had been worked on for a long time; and (b) scheduled the bill for a vote at a hearing scheduled less than 24 hours later; and

**WHEREAS**, on December 19, 2023, the Administrative Office of the Courts wrote to the Legislature and made clear that it could not structure the bill in the manner set forth in the proposed legislation; and

**WHEREAS**, notwithstanding the foregoing, on December 20, 2023, the Housing Committee voted the bill out of the Committee and announced that the bill needed to be ready for signing by the Governor before the end of the lame duck session on January 8, 2024; and

**WHEREAS**, the perception that the Legislative designed was to adopt the bill before the public had an opportunity to review it and provide meaningful comment was as real as it was unmistakable; and

**WHEREAS**, consequently, the Legislature did not ram the bill through in the lame duck session; and

**WHEREAS**, instead, on January 29, 2024, the Housing Committee of the Assembly met to consider a new version of A-4 and voted to release it out of the Committee; and

**WHEREAS**, on February 8, 2024, as a result of comments, letters and resolutions challenging this new version of A-4, the Appropriations Committee of the Assembly announced a number of changes to the Bill; and

**WHEREAS**, one witness likened the summary presented to the public at the February 8, 2024 Appropriations meeting to that of an auctioneer; and

**WHEREAS**, the Appropriations Committee voted the bill out of the Committee at its February 8, 2024 meeting before the public had an opportunity to even see the changes, much less process their significance and comment on them; and

**WHEREAS**, the bill has been improved marginally as it has evolved from its initial version in December of 2023 to the current version voted out of the Appropriations Committee of the Assembly on February 8, 2024; and

**WHEREAS**, despite elimination of just some of the gross excesses of the prior version of the bill, the current bill released after the February 8, 2024 Appropriations Committee meeting is still severely flawed; and

**WHEREAS**, the Bill still creates a judicial entity made up of 3-7 retired Mount Laurel judges called “The Program”, which, unlike COAH, is not comprised of an equal number of municipal and housing representatives, and is not made up of an equal number of Republicans and Democrats, thereby depriving the citizens of our State of the carefully crafted COAH Board that included a diversity of interests and that was the centerpiece of the FHA adopted in 1985; and

**WHEREAS**, the Bill still does not require the promulgation of affordable housing obligations, or the adoption of substantive regulations, in a way that utilizes an open and transparent process that COAH used and that gave all interested parties an opportunity to comment and receive COAH’s response to their comments; and

**WHEREAS, as detailed below, the bill creates a patently unreasonable responsibility on municipalities by imposing an obligation on them to create a realistic opportunity for satisfaction of a fair share that is itself unrealistic; and**

**WHEREAS**, the current version still details the methodology to be used for determining the fair share numbers of municipalities in Round 4 and in subsequent rounds; and

**WHEREAS**, the current version still presumes that 40 percent of all new households will qualify as low or moderate; and

**WHEREAS**, the current version still calls for the determination of the prospective need by subtracting the number of households reported in the 2010 Decennial Census from the number of households reported in the 2020 Decennial Census and multiplying that figure by 40 percent; and

**WHEREAS**, we calculate the statewide need number to be 84,690 based upon the formula set forth in the bill; and

**WHEREAS**, the current version of the Bill calls for 84,690 to be adjusted by the number of conversions and demolitions; and

**WHEREAS**, the statewide fair share would be increased from 84,690 to 96,780, if we assume the same number of demolitions and conversions used by Judge Jacobson in her formula for Round 3 that will apply in Round 4; and

**WHEREAS**, we can estimate the obligation of each municipality if we assume that the same percentage of the regional need in Round 3 for each municipality applies in Round 4; and

**WHEREAS**, we have widely distributed our estimates and invited input after acknowledging that we have done the best we can to formulate estimates in very limited time; and

**WHEREAS**, other than an analysis of the allocation factors by an expert for the American Planning Association (Creigh Rahenkamp) who identified problems with the allocation factors, nobody has accepted our invitation to review and comment on our rough estimates; and

**WHEREAS**, to the contrary, the Executive Director of Fair Share Housing Center testified that he did not have a calculation of the fair share numbers; and



**WHEREAS**, more importantly, no committee of the Assembly or Senate has identified the fair share obligations municipalities should expect based upon the formula set forth in the bill; and

**WHEREAS**, the 96,780 fair share number estimated for Round 4 compares to the roughly 211,000 COs issued between 2010 and 2020; and

**WHEREAS**, the 96,780 fair share number divided by 211,000 COs equals roughly 46 percent (45.867 percent to be more precise); and

**WHEREAS**, all municipalities should be able to cure any violations of the prohibition against exclusionary zoning with inclusionary zoning; and

**WHEREAS**, traditional inclusionary zoning ordinances generally require no more than 20 percent of the units to be affordable; and

**WHEREAS**, it is mathematically impossible to satisfy a 46 percent problem with a 20 percent solution and, therefore, the number generated by the statutory formula is patently excessive; and

**WHEREAS**, while this mathematical error conceptually may have existed at COAH, COAH utilized its discretion to reduce the statewide number to roughly 5,000 units per year in Rounds 1-2 (or lower for prospective need in its attempted regulations in 2014); and

**WHEREAS**, in addition, COAH's Round 2 regulations had flexible standards, Regional Contribution Agreements (RCAs), an achievable bonus structure, waivers and other flexible standards to further mitigate the problem; and

**WHEREAS**, had COAH not mitigated the problem, it is likely that the regulations would have been challenged by municipalities; and

**WHEREAS**, as detailed below, the Bill still fails to account for the enormous burdens on municipalities to comply with their Round 3 obligations before imposing very substantial additional burdens on those 354 municipalities for Round 4; and

**WHEREAS**, a representative of FSHC testified that it has entered into 354 settlements and that it would furnish those settlements to the Housing Committee, which it has failed to do; and

**WHEREAS**, we have pressed FSHC to advise how much development will take place in Round 4 as a result of municipalities implementing the 354 settlements reached in Round 3; and

**WHEREAS**, Adam Gordon on behalf of FSHC has indicated he doesn't know the answer to this question and no committee of the Assembly or Senate has even hinted at what the answer might be; and

**WHEREAS**, the Bill requires municipalities to create a realistic opportunity for satisfaction of a fair share without taking into account how many affordable units can realistically be achieved through traditional inclusionary zoning (where generally one out of every five units must be affordable); and

**WHEREAS**, we also sought to ascertain how many affordable units could be realistically achieved through traditional inclusionary zoning by urging the Legislature to do a market study since the strength of the housing market will determine the number of market units that can reasonably be anticipated that are essential to generating one affordable unit for every four market units constructed; and

**WHEREAS**, the Legislature has not furnished a market study in response to our repeated emphasis on the need for one to ascertain how many affordable units could be realistically achieved through traditional inclusionary zoning; and

**WHEREAS**, as explained below, the bill dilutes the protections to which a municipality is currently entitled as it seeks to comply voluntarily and even after it secures approval of its affordable housing plan; and

**WHEREAS**, current laws preserve a municipality's immunity in the absence of proof that the municipality is "determined to be constitutionally noncompliant", the proposed bill does not give municipalities seeking to comply voluntarily the same measure of protection the Supreme Court deemed appropriate; and

**WHEREAS** A4/S50 subjects municipalities to litigation not only as they seek approval of their Housing Element and Fair Share Plans, but also even after they secure approval of those plans; and

**WHEREAS**, more specifically, A4/S50 provides municipalities a “compliance certification” if the municipality secures approval of its affordable housing plan; however, that certification does not prevent an interested party from “alleging that, despite the issuance of compliance certification, a municipality’s fair share obligation, fair share plan, housing element, or ordinances implementing the fair share plan or housing element are in violation of the Mount Laurel doctrine”; and

**WHEREAS, the Bill suffers from a myriad of additional flaws; and**

**WHEREAS**, under current laws, a municipality would have a right to rely on the fair share number that COAH provides; however, under the new bill a municipality would only have a presumption of validity that the number the DCA provides to the municipality is appropriate and FSHC, a deep pocketed developer or any other interested party could seek to overcome that presumption through litigation; and

**WHEREAS**, the A4/S50 Bill replaces a straightforward system by which a municipality could secure bonus credits up to a 25 percent cap with a highly complicated system for securing bonuses with many conditions attached to various forms of bonus.; and

**WHEREAS**, the Legislature previously capped the fair share of any municipality down to 1,000 in recognition that any obligation above 1,000 would be “onerous”; A4/S50 applies the 1,000-unit cap only to a component of the municipality’s fair share -- the prospective need – and authorizes the imposition of an obligation that is onerous; and

**WHEREAS**, the A4/S50 Bill creates unfair requirements and ambiguity when it comes to the Vacant Land Adjustment process, which could lead to municipalities that lack sufficient vacant land being required to produce more affordable housing units than is practical; and

**WHEREAS**, the A4/S50 Bill includes many other provisions and changes to the FHA that are impractical and devoid of any consideration of the burdens created by the statute; and

**WHEREAS**, as a result of the facts set forth above, a bill that boasts of its effectiveness in reducing costs and litigation will clearly have the exact opposite effect; and

**WHEREAS**, in addition to all the concerns expressed above, a bill that so radically changes the affordable housing laws of our state still needs considerable work; and

**WHEREAS**, indeed, as the following facts demonstrate, the Legislature has yet to do the most fundamental due diligence before enacting a statute with such broad ramifications;

1. The Legislature has not and cannot inform the public of the fair share obligations the bill, if enacted, would impose on the public;
2. The Legislature has not and cannot inform the public of the obligations that municipalities will satisfy in Round 4 from the 354 settlements achieved in Round 3 before heaping substantial additional burdens on them for Round 4;
3. The Legislature has not and cannot inform the public of the number of affordable units that can realistically be achieved through traditional inclusionary zoning while imposing obligations on municipalities to create a realistic opportunity for a fair share that far exceeds any number a municipality can realistically achieve through inclusionary zoning; and

**WHEREAS**, as a result of the pronounced lack of due diligence, the bill will likely force taxes to increase dramatically and will foster serious overdevelopment creating unreasonable burdens on our schools, public services, roads, sewer and water infrastructure; and

**WHEREAS**, the Legislature clearly can and should upgrade the affordable housing policies of our State; however, the current Version of A4 is not the answer and the most fundamental diligence can and should be exercised before adopting such a bill.

**NOW, THEREFORE, BE IT RESOLVED**, that for all of the above reasons, the [*Council/Committee/Board of Commissioners*] of [*Insert Name Of Municipality and if they are a Borough, Township or City*], objects to and opposes Assembly Bill No. 4/Senate Bill No. 50, and requests that the bill be tabled, re-written and re-introduced in way that imposes achievable obligations and facilitates the ability of the municipality to satisfy its obligations.

A certified copy of this resolution shall be sent to the Legislators in the State Assembly and Senate representing our District immediately.

s. Discussion - position of the OEM Coordinator Matthew Papenfuhs

**14. REPORTS**

- a. **Attorney's Report**
- b. **Mayor's Report**
- c. **Committee Reports**
- d. **Finance Officer's Report**
- e. **Recreation Committee –**

**15. PUBLIC COMMENTS**

**16. EXECUTIVE SESSION**

**Resolution #2024-**

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. Potential litigation, Kal Freight/15 Frontage Road
- 2. Matters falling within the attorney-client privilege.
- 3. Matter Relating to the Employment Relationship

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 February 21, 2024 at \_\_\_\_ 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.

**17. ADJOURNMENT**