

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

**RESOLUTION
2026 – 63**

**RESOLUTION AUTHORIZING PURCHASE OF A 2026 F350 (4X4 CAB/CHASSIS XL)
THROUGH MORRIS COUNTY COOPERATIVE PRICING COUNCIL CONTRACT #15C
THROUGH ALL AMERICAN FORD OF OLD BRIDGE**

WHEREAS the New Jersey Local Publics Contract Law (N.J.S.A. 40A:11-11) authorizes Township of Clinton by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services under the Morris County Cooperative Pricing Council(6MOCCP); and

WHEREAS, the Township has the need on a timely basis to purchase goods and services for the Clinton Township Fire Department utilizing the Morris County Cooperative Pricing Council, duly authorized under law to extend contract pricing to local units, per N.J.A.C. 5:34-7.11 et. Seq.; and

WHEREAS the Township intends to enter into contract for procurement of a 2026 F350 (4x4 Cab/ Chassis XL), including accessories and upfitting, through All American Ford of Old Bridge holder of Morris County Cooperative Pricing Council Contract Item #15C, with a quote for \$86,690.35; and

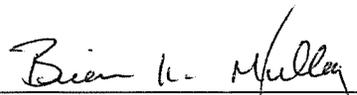
WHEREAS the Chief Financial Officer certifies funding is available in the amount of \$86,690.35 through: Current Fund, Account No. 04-215-926-004.

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Clinton, authorizes the Mayor to enter into a contract for procurement of a 2026 F350 (4x4 Cab/ Chassis XL), including accessories and upfitting, through All American Ford of Old Bridge holder of Morris County Cooperative Pricing Council Contract Item #15C, with a quote for \$86,690.35.

ATTEST:



Jeffrey J. Jotz, RMC
Acting Township Clerk

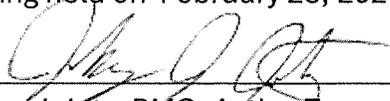


Hon. Brian K. Mulla
Mayor

Adopted: February 25, 2026

CERTIFICATION

I, Jeffrey J. Jotz, Acting Clerk of the Township of Clinton in Hunterdon County, New Jersey, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Mayor and Council of the Township of Clinton at its regular meeting held on February 25, 2026.



Jeffrey J. Jotz, RMC, Acting Township Clerk

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

**RESOLUTION
2026-64**

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF CLINTON
AUTHORIZING A TRANSFER OF FUNDS WITHIN THE TOWNSHIP’S ACCOUNTS
FOR PRIOR YEAR APPROPRIATIONS.**

WHEREAS, various 2025 bill have been presented for payment this year, which bills represents obligation of the prior fiscal year, and

WHEREAS, NJSA 40A:4-5 provides that all unexpended balances carried forward after the close of the fiscal year are available until lapsed at the closed of the succeeding year to meet specific claims, commitments or contracts incurred during the preceding fiscal year, and allows transfers to be made from unexpended balances to those which are expected to be insufficient during the first three months of the succeeding year, and

WHEREAS, there are certain budget year 2025 appropriations that require transfers to meet the charges and obligations that will be incurred by the end of the first three months of this fiscal year,

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Clinton in Hunterdon County, New Jersey that the following transfers below are hereby authorized to be made between the 2025 Budget Appropriation Reserve:

FROM

General Insurance	O/E	\$30,000.00
Road	S&W	\$45,000.00
Finance	S&W	\$25,000.00
Police	S&W	\$25,000.00

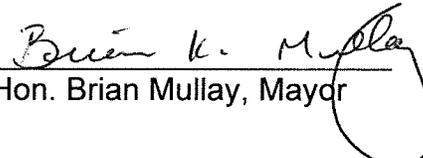
TO

Legal	O/E	\$30,000.00
Engineering	O/E	\$20,000.00
Accumulated Absence	O/E	\$75,000.00

ATTEST:



Jeffrey J. Jotz, Acting Township Clerk



Hon. Brian Mulla, Mayor

Adopted: February 25, 2026

CERTIFICATION

I, Jeffrey J. Jotz, Acting Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Mayor and Council of the Township of Clinton at its regular meeting held on February 25, 2026.



Jeffrey J. Jotz, Acting Township Clerk

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

**RESOLUTION
2026 - 66**

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWNSHIP OF CLINTON
APPROVING AN AGREEMENT WITH LECKINGTON ADVISORS, LLC TO SERVE AS THE
TOWNSHIP'S AFFORDABLE HOUSING ADMINISTRATIVE AGENT FOR CALENDAR YEAR
2026 (NTE \$14,500.00)**

WHEREAS, the Township is required to designate an entity to administer the Township's affordable housing units in accordance with the requirements of Chapter 151 (or successor provisions) of the "Code of the Township of Clinton" ("Code" or "Township Code"), the regulations of the (former) Council on Affordable Housing set forth at N.J.A.C. 5:93 *et seq.*, and the Uniform Housing Affordability Controls ("UHAC") set forth at N.J.A.C. 5:80-26 *et seq.*; and

WHEREAS, Clinton Township's affordable housing ordinance (Chapter 151 of the Code of the Township of Clinton or successor regulations) provides for the appointment of an administrative agent to "perform the duties and responsibilities of an Administrative Agent as set forth in UHAC"; and

WHEREAS, Marc Leckington of Leckington Advisors, LLC is qualified to provide the required services, and the Township desires to designate Mr. Leckington and Leckington Advisors, LLC (collectively, "Consultant") to serve as its Affordable Housing Administrative Agent for calendar year 2026, and enter into a contract with the Consultant for the provision of the required services, for a not-to-exceed cost of \$14,500.00; and

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

WHEREAS, the Consultant has completed and filed with the Township the required Business Entity Disclosure Certification pursuant to N.J.S.A. 19:44A-20.8 and Political Contribution Disclosure Form pursuant to N.J.S.A. 19:44A-20.26 (collectively, the "Pay-to-Play Forms"); and

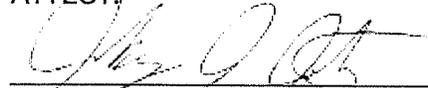
WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, authorizes the award of this contract without competitive bidding because the value of the contract is under the bid threshold; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are or will be available for this purpose.

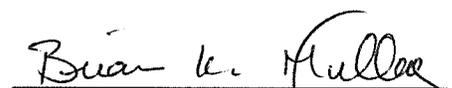
NOW THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Clinton, County of Hunterdon, State of New Jersey, as follows:

1. The Mayor and Clerk are hereby authorized and directed to enter into an agreement with Marc Leckington and Leckington Advisors, LLC to serve as the Township's affordable housing Administrative Agent during calendar year 2026 and perform the duties and responsibilities of an administrative agent as set forth in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26 *et seq.*, and in Chapter 151 (or successor regulations) of the Township Code. The specific terms of the agreement shall be subject to the approval of the Township Attorney.
2. The total amount of the contract shall not exceed \$14,500.00 unless amended by action of the Mayor and Council.
3. The term of the contract shall be effective as of February 1, 2026 and shall terminate on December 31, 2026.
4. A copy of this resolution, the executed agreement and the signed Pay-to-Play Forms shall be placed on file in the Office of the Township Clerk and shall be available for public inspection.
5. A brief notice of this action shall be published in a newspaper of general circulation in the Township of Clinton, as required by law.
6. This resolution shall take effect immediately.

ATTEST:



Jeffrey J. Jotz, RMC
Acting Township Clerk



Hon. Brian K. Mullay
Mayor

ADOPTED: February 25, 2026

CERTIFICATION

I, Jeffrey J. Jotz, Acting Clerk of the Township of Clinton, County of Hunterdon, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Mayor and Council of the Township of Clinton at its regular meeting held on February 25, 2026.



Jeffrey J. Jotz, RMC, Acting Township Clerk

GOODS AND SERVICES AGREEMENT

THIS AGREEMENT (“Agreement” or “agreement”) entered into this 25th day of February, 2026 by and between the **TOWNSHIP OF CLINTON**, a municipal corporation of the State of New Jersey, with its main offices located at 1225 Route 31 South, Lebanon, New Jersey 08833 (“TOWNSHIP”) and **LECKINGTON ADVISORS, LLC**, with an address at 105 Cadwalader Drive, Trenton, New Jersey 08618 (“CONSULTANT”).

WITNESS

WHEREAS, the TOWNSHIP is required to designate an entity to administer the TOWNSHIP’s affordable housing units in accordance with the requirements of Chapter 151 (or successor provisions) of the “Code of the Township of Clinton” (“Code” or “Township Code”), the regulations of the (former) Council on Affordable Housing set forth at N.J.A.C. 5:93 et seq., and the Uniform Housing Affordability Controls (“UHAC”) set forth at N.J.A.C. 5:80-26 et seq.; and

WHEREAS, TOWNSHIP’s affordable housing ordinance (Chapter 151 of the Code of the Township of Clinton or successor regulations) provides for the appointment of an administrative agent to “perform the duties and responsibilities of an Administrative Agent as set forth in UHAC”; and; and

WHEREAS, on February 17, 2026, CONSULTANT provided a written proposal to TOWNSHIP for purposes of providing the sought-after services, a copy of which is attached as Exhibit C hereto; and

WHEREAS, CONSULTANT possesses the necessary qualifications and has offered to provide the needed services to TOWNSHIP at a rate of \$185/hour, for an estimated not-to-exceed cost of \$14,500.00; and

WHEREAS, by resolution duly adopted by the Clinton Township Mayor and Council, TOWNSHIP has awarded a goods and services agreement to CONSULTANT without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, for a not-to-exceed cost of \$14,500.00;

NOW THEREFORE, IT IS AGREED by and between TOWNSHIP and CONSULTANT as follows:

1. Scope of Services.
 - a. CONSULTANT will serve as TOWNSHIP’s Affordable Housing Administrative Agenda during calendar year 2026 and shall perform the duties and responsibilities of an administrative agent as set forth in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26 *et seq.*, and in Chapter 151 (or successor regulations) of the Township Code, all as set forth

in the CONSULTANT's proposal, a copy of which is attached hereto as Exhibit C and incorporated herein as if fully restated. Should there be any conflict between the terms of CONSULTANT's proposal and this Agreement, the terms of this Agreement shall control.

- b. CONSULTANT shall provide the Services to TOWNSHIP in a good faith, professional, diligent manner and in accordance with applicable industry standards and applicable law. TOWNSHIP shall cooperate with CONSULTANT as appropriate in a good faith, professional, diligent manner.
- c. The Parties understand and agree that CONSULTANT is an independent contractor and not an employee of TOWNSHIP.

2. Term.

- a. The term of this Agreement shall be effective as of February 1, 2026 and shall terminate on December 31, 2026, subject to the termination provisions set forth in subsection 2b below.
- b. This Agreement may be terminated by either party, by giving one (1) month's advanced written notice to the other at the address as set forth on page 1 above.

3. Compensation; Manner of Payment.

- a. TOWNSHIP agrees to compensate CONSULTANT for its services at a rate of one hundred and eighty-five dollars (\$185.00) per hour.
- b. The anticipated cost of CONSULTANTS' services as described herein shall not exceed fourteen thousand, five hundred dollars (\$14,500.00), subject to annual budgetary appropriations.
- c. CONSULTANT shall bill TOWNSHIP monthly on municipal vouchers for services rendered.
- d. TOWNSHIP agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.

4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.

5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit B.

6. Political Contributions.

- a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the goods or services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 *et seq.* (*i.e.*, in excess of \$300.00), in the one (1) year period preceding the award of this Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the Township of Clinton when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Clinton when the Agreement is awarded.
- b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

7. Insurance; Hold Harmless.

- a. Prior to commencing work, CONSULTANT shall furnish TOWNSHIP with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers’ compensation, employer’s and professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. TOWNSHIP, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies.
- b. CONSULTANT shall defend, indemnify and hold harmless TOWNSHIP, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with CONSULTANT’s acts or omissions, or those of its

officers, employees, agents and consultants, in connection with this Agreement.

c. Subject to the provisions of Title 59 of the New Jersey Revised Statutes and the protections and limitations set forth therein, TOWNSHIP shall defend, indemnify and hold harmless CONSULTANT, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with TOWNSHIP's acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

8. Choice of Law. Any disputes arising under the terms of this Agreement shall be adjudicated in a court of competent jurisdiction located in the State of New Jersey and shall be venued in the County of Hunterdon.

9. Complete Agreement. This Agreement represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

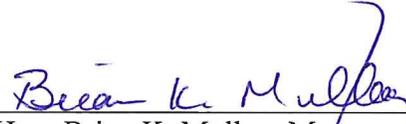
IN WITNESS WHEREOF, the parties have set their hand and seal the day and date first written above.

ATTEST:



Jeffrey J. Jotz, Acting Township Clerk

TOWNSHIP OF CLINTON

By: 

Hon. Brian K. Mullay, Mayor

WITNESS

LECKINGTON ADVISORS, LLC

By: _____
Marc Leckington, President

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont.)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 *et seq.*

EXHIBIT B

BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS

A. Business Registration

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to the Municipality as provided above. No contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with the Municipality unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. The Municipality will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to the Municipality a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

B. Sales and Use Tax

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.