

This Notice is for reference purposes, as per the Open Public Meetings Act Requirements, N.J.S.A. 10:4-8 and N.J.S.A. 10:4-18.

**AGENDA
COUNCIL MEETING
315 WESTFIELD AVE., CLARK, NJ 07066
September 15, 2025
7:30 pm**

ROLL CALL:

Council Member Hoff _____	Council Member Minniti _____
Council Member Hund _____	Council Member O'Connor _____
Council Member Mazzarella _____	Council Member Toal _____
	Council President Smith _____

PLEDGE OF ALLEGIANCE TO THE FLAG: MOMENT OF SILENCE

This meeting is in compliance with the Open Public Meetings Act (Chapter 231, P.L.1975) as adequate notice of this meeting has been provided by mailing the Annual Schedule of meetings to the Star Ledger, The Leader (formerly Union County Hawk), Union County Local Source, and TAP into Clark, by posting such Annual Meeting Schedule on the bulletin board in Town Hall reserved for such announcements, the Official Website of the Township and the proper filing of said Notice. Formal action may be taken at this meeting.

COMMUNICATIONS FROM THE MAYOR AND REPORTS OF TOWNSHIP OFFICERS:

Mayor: Planning Board Appointments

Township Officers: Reports given this evening will be available in the Clerk's office and on the township website www.ourclark.com

REPORT OF COUNCIL COMMITTEES:

ORDINANCES, APPROPRIATIONS AND CLAIMS:

PUBLIC HEARING ON PROPOSED ORDINANCES:

(No objections have been received in connection with the proposed Ordinances)

1. **25-26 AN ORDINANCE TO AMEND CHAPTER 248 ENTITLED "PEDDLING AND SOLICITING" SECTION 248-4B(13) OF THE CODE OF THE TOWNSHIP OF CLARK**

2. **25-27 AN ORDINANCE TO AMEND CHAPTER 347 ENTITLED "VEHICLES AND TRAFFIC" SECTION 36A ENTITLED "LEFT TURNS" OF THE CODE OF THE TOWNSHIP OF CLARK**

3. **25-28 AN ORDINANCE AMENDING CHAPTER 3 ENTITLED ADMINISTRATION OF GOVERNMENT, ARTICLE VI, ENTITLED TOWNSHIP CLERK, SECTION 3-14 OF THE CODE OF THE TOWNSHIP OF CLARK**

INTRODUCTION OF PROPOSED ORDINANCES:

4. **25-29 AN ORDINANCE TO AMEND CHAPTER 84 ENTITLED “ANIMALS,” TO CHANGE THE OFFICE TO WHICH AN APPLICATION FOR A LICENSE TO OPERATE A KENNEL, PET SHOP, SHELTER OR POUND IS MADE AND TO PROHIBIT THE SALE OF DOGS, CATS, AND RABBITS BY RETAIL PET STORES IN THE TOWNSHIP OF CLARK**

Public Hearing October 20

5. **25-30 AN ORDINANCE TO AMEND CHAPTER 195 ENTITLED “LAND USE AND DEVELOPMENT,” SECTION 195-160 ENTITLED “PERMITTED SIGNS” SUB-SECTION D. ENTITLED “LCI ZONE” OF THE CODE OF THE TOWNSHIP OF CLARK**

Public Hearing October 20

PAYMENT OF CLAIMS:

Councilman O’Connor, Chairman of Finance Committee has reviewed the Current and Capital expenditures received and encumbered through September 12, 2025, in the amount of \$348,012.47

CITIZEN HEARING ON THE AGENDA:

The public comment portion of the meeting is to allow the public to bring to the Council's attention their concerns or comments. In accordance with N.J.S.A. 10: 4-12(a) and the Code of the Township of Clark, each person addressing the Council shall give their name and the town in which they reside, to the Clerk. All remarks shall be addressed to the Council as a body and shall not exceed 5 minutes in duration. At the conclusion of the statements or questions from a member of the public, the Council President, at his discretion, may choose to respond or not respond.

The Public may speak on any agenda item that does not have its own public hearing

RESOLUTIONS:

6. Award of contract for Information Technology Cybersecurity Managed Services to LawSoft, Inc., 15 Hamburg Turnpike, Bloomingdale, NJ through the competitive contracting process
7. Authorizing the sale of certain property, located on Block 125 Lot 11 on Haliday Street, which is owned by the Township of Clark, not required for public purposes pursuant to N.J.S.A. 40A:12-1, *et seq.*
8. Renewing participation in the Arrive Together Program to enhance and support response to certain behavioral health crisis calls through June 30, 2026
9. Award of contract to Stilo Paving and Excavating for the 2025 Capital Road Improvements, Various Locations, in the amount of \$277,026.42
10. Authorizing assignment of the current recycling contract from Grand Sanitation Service to Interstate Waste Services of New Jersey, Inc.

11. Authorizing the Mayor and Clerk to execute a Developer's Agreement with G7B, LLC; 7-Brew
12. Award of a Non-Fair and Open Contract for the Patriots Night Fireworks display on October 3, to Schaefer Fireworks in the amount of \$6,350.00
13. Authorizing and Directing the Mayor to execute a Memorandum of Understanding with the County of Union and HVI Services for Leaf Composting at the Union County Conservation Center in the amount of \$6.00 per cubic yard loose or \$8.00 compacted
14. Appointing Eric Gerstner as Alternate I Member of the Planning Board to fill the unexpired term of Willaim Grzyb, Jr. until December 31, 2025 and Appointing Matthew Siessel as Alternate II Member until December 31, 2026

CONSENT AGENDA RESOLUTIONS:

The following items are considered routine and non-controversial items by the Township Council and will be enacted upon by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda to be discussed and voted on, following the approval of the remaining items listed on the Consent Agenda.

15. Appointing Christie Vieira as Alternate Insurance Fund Commissioner to Serve on the New Jersey Municipal Self Insurers' Joint Insurance Fund
16. Authorizing the Tax Collector to make the proper adjustments for 100% Property Tax Exemption of Block 115 Lot 4 in accordance with a directive from the U.S. Department of Veterans Affairs
17. Authorizing the Tax Collector to settle a tax appeal for Block 69 Lot 12.0101 as authorized by the Tax Court of New Jersey with credit issued in the amount of \$23,756.32
18. Authorizing the Tax Collector to refund overpayment of sewer fees in the amount of \$509.16

NEW BUSINESS ON THE CALENDAR:

PUBLIC COMMENTS:

The public comment portion of the meeting is to allow the public to bring to the Council's attention their concerns or comments. In accordance with N.J.S.A. 10: 4-12(a) and the Code of the Township of Clark, each person addressing the Council shall give their name and the town in which they reside, to the Clerk. All remarks shall be addressed to the Council as a body and shall not exceed 5 minutes in duration. At the conclusion of the statements or questions from a member of the public, the Council President, at his discretion, may choose to respond or not respond.

MAYOR, COUNCIL AND PROFESSIONAL COMMENTS:

ADJOURNMENT:

PH1

Introduced: August 18, 2025 Public Hearing: September 15, 2025

**AN ORDINANCE TO AMEND CHAPTER 248 ENTITLED
"PEDDLING AND SOLICITING" SECTION 248-4B(13) OF
THE CODE OF THE TOWNSHIP OF CLARK**

BE IT ORDAINED by the governing body of the Township of Clark, County of Union, State of New Jersey that Chapter 248, Section 248-4B(13) of the Code of the Township of Clark is hereby amended to replace the existing language as follows:

SECTION 1: Chapter 248, Section 4 Application for License, Sub-section B(13)

13. Applicants must be fingerprinted through the State-contracted vendor (e.g., IdentGo). The Township will supply each applicant with the appropriate service code so that fingerprinting records are returned directly to the Clark Police Department. Applicants shall pay the fee charged by the vendor at the time of fingerprinting.

SECTION 2: Inconsistent Ordinance

Any Ordinance or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3: Effective Date

This Ordinance shall take effect upon adoption and upon publication according to law.

Effective Date: October 8, 2025

ATTEST:

APPROVED:

EDITH L. MERKEL, RMC
Township Clerk

WILLIAM F. SMITH
Council President

ANGEL ALBANESE
Mayor

TOWNSHIP OF CLARK

Ordinance No. 25 - 27

Adopted _____

PH2

Introduced: August 18, 2025 Public Hearing: September 15, 2025

AN ORDINANCE TO AMEND CHAPTER 347 ENTITLED "VEHICLES AND TRAFFIC" SECTION 36A ENTITLED "LEFT TURNS" OF THE CODE OF THE TOWNSHIP OF CLARK

BE IT ORDAINED by the Governing Body of the Township of Clark, County of Union, New Jersey that the following Section of Chapter 347 of the Code of the Township of Clark entitled "Vehicles and Traffic" is hereby amended in the following particulars:

SECTION 1: Section 347-36 entitled "Turn Prohibitions" Sub-section 347-36A "Left Turns" is hereby supplemented as follows:

From	Onto
Raritan Rd., Eastbound	Existing Driveway of 1010 Raritan Rd.
Existing Driveways of 225 Central Ave.	Central Ave.
Existing Driveway 162 Central Ave.	Central Ave.
Existing Driveway 1005 Westfield Ave.	Westfield Ave.
Existing Driveway 1045 Raritan Rd., 150 feet east of Commerce Place	Raritan Rd.
Existing Westernmost Driveway 1300 Raritan Rd.	Raritan Rd.

SECTION 2: Inconsistent Ordinances:

Any ordinances of the Township of Clark which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3: Effective Date:

This Ordinance shall take effect upon adoption and publication, according to law.

Effective Date: October 8, 2025

ATTEST:

APPROVED:

EDITH L. MERKEL, RMC
Township Clerk

WILLIAM F. SMITH
Council President

ANGEL ALBANESE
Mayor

Ord25/8-18 25-27Ch347Sec36ANoLeftTurn

		Motion to	Second	Motion to	Second				
		Introduce		Adopt		Aye	Nay	Abstain	Absent
	Hoff								
	Hund		✓						
<input type="checkbox"/>	Adopted	Mazzarella							
<input type="checkbox"/>	Adopted as Amended	Minniti							
<input type="checkbox"/>	Defeated	O'Connor							
<input type="checkbox"/>	Tabled	Toal	✓						
<input type="checkbox"/>	Withdrawn	Smith							
	Entire Council								
	TOTAL								

TOWNSHIP OF CLARK
Ordinance No. 25 - 28
Adopted _____

PH3

Introduced: August 18, 2025 Public Hearing: September 15, 2025

AN ORDINANCE AMENDING CHAPTER 3 ENTITLED
"ADMINISTRATION OF GOVERNMENT"
ARTICLE VI, ENTITLED TOWNSHIP CLERK, SECTION 3-14
OF THE CODE OF THE TOWNSHIP OF CLARK

BE IT ORDAINED by the Governing Body of the Township of Clark as follows:

SECTION 1: The office of Deputy Township Clerk is hereby established and created in and for the Township of Clark by and subject to the provisions of this chapter in accordance with N.J.S.A. 40A:9-135.

SECTION 2: Chapter 3, Article VI entitled "Township Clerk" Section 14 of the Code of the Township of Clark entitled "Appointment; qualifications; term; compensation" be and hereby is supplemented, amended and modified by adding the following additional Subsection B as follows:

B. **Deputy Clerk.**

(1) **Appointment.** The Council shall appoint the Deputy Township Clerk. The Deputy Township Clerk need not be a resident of the Township of Clark. The term of office shall be at the pleasure of the governing body and shall not be removed therefrom except for good cause shown after a fair and impartial hearing. The Deputy Township Clerk shall receive such compensation as shall be fixed from time to time by a general salary ordinance.

(2) **Role; Powers and Duties.**

The Deputy Township Clerk shall perform the functions and duties of the Township Clerk during the absence or disability of the Township Clerk and shall have all of the powers of the Township Clerk during such absence or disability.

SECTION 3: All other provisions of Section 14 of Chapter 3 of the Code of the Township of Clark remain in effect.

SECTION 4: Inconsistent Ordinances: Any ordinances of the Township of Clark which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

TOWNSHIP OF CLARK
Ordinance No. 25 - 29
Adopted _____

Intro 4

Introduced: September 15, 2025 Public Hearing: October 20, 2025

AN ORDINANCE TO AMEND CHAPTER 84 ENTITLED "ANIMALS," TO CHANGE THE OFFICE TO WHICH AN APPLICATION FOR A LICENSE TO OPERATE A KENNEL, PET SHOP, SHELTER OR POUND IS MADE AND TO PROHIBIT THE SALE OF DOGS, CATS, AND RABBITS BY RETAIL PET STORES IN THE TOWNSHIP OF CLARK

BE IT ORDAINED by the Governing Body of the Township of Clark, County of Union, State of New Jersey that Chapter 84 of the Code of the Township of Clark is hereby amended as follows:

SECTION 1: Chapter 84 be and hereby is amended, modified and supplemented as follows:

(a) Section 84.8 be and hereby is amended and modified by deleting its current text and substituting instead the following:

§ 84-8. License required.

Any person who keeps or operates or proposes to establish a kennel, pet shop, shelter or pound shall apply to the Health Department for a license entitling him/her to keep or operate each establishment. Any person holding such license shall not be required to secure individual licenses for dogs and cats owned by such licensee and kept at such establishments. Such licenses shall not be transferable to another owner or different premises.

(b) A new Article VI, entitled "Prohibition on the Sale of Dogs, Cats, and Rabbits by Retail Pet Stores," be and hereby is added, stating as follows:

A. Definitions

For the purpose of this Article, the following terms shall have the following meanings:

Retail pet store means a commercial establishment that sells or offers for sale animals on its premises at retail.

Sell or offer for sale means to display for sale or to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

Animal rescue organization means a non-profit organization incorporated under the law of any state and exempt from federal taxation under section 501 (c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty of animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good homes. “Animal rescue organization” does not include any entity that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs, cats or rabbits; or (4) facilitates the sale of dogs, cats, or rabbits from a person that breeds animals.

Animal shelter means a facility, whether located in or outside the State of New Jersey, that is operated by or under contract with a municipal, county or state government or governmental agency for the purpose of impounding or caring for seized, homeless, abandoned, unwanted, or surrendered animals.

B. Prohibition on Sale of Dogs, Cats, or Rabbits by Retail Pet Stores

- (1) Notwithstanding any other provision of law to the contrary, it is unlawful for a retail pet store, as defined in Section A, to sell or offer for sale a dog, a cat or a rabbit.
- (2) Nothing in this section shall be construed to prohibit a retail pet store from providing space to an animal rescue organization or an animal shelter, as defined in Section A, to publicly showcase dogs, cats, or rabbits available for adoption.

C. Penalty for violation

A retail pet store that sells or offers for sale a dog, a cat, or a rabbit in violation of Section B shall be fined in the sum of \$500. Each sale or offer for sale in violation of Section B shall constitute a separate offense.

SECTION 2: Inconsistent Ordinance

Any Ordinance or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3: Effective Date

This Ordinance shall take effect upon adoption and upon publication according to law.

Effective Date: November 12, 2025

ATTEST:

APPROVED:

EDITH L. MERKEL, RMC
Township Clerk

WILLIAM F. SMITH
Council President

ANGEL ALBANESE
Mayor

Ord25/9-15 25-29Ch84ProhibitSaleofDogsCatsRabbits

		Motion to Introduce	Second	Motion to Adopt	Second	Aye	Nay	Abstain	Absent
	Hoff								
	Hund								
Adopted	Mazzarella								
Adopted as Amended	Minniti								
Defeated	O'Connor								
Tabled	Toal								
Withdrawn	Smith								
	Entire Council								
	TOTAL								

TOWNSHIP OF CLARK
Ordinance No. 25 - 30
Adopted _____

Intro 5

Introduced: September 15, 2025 Public Hearing: October 20, 2025

AN ORDINANCE TO AMEND CHAPTER 195 ENTITLED "LAND USE AND DEVELOPMENT," SECTION 195-160 ENTITLED "PERMITTED SIGNS" SUB-SECTION D. ENTITLED "LCI ZONE" OF THE CODE OF THE TOWNSHIP OF CLARK

BE IT ORDAINED by the Governing Body of the Township of Clark, County of Union, State of New Jersey that Chapter 195, Section 195-160 of the Code of the Township of Clark is hereby amended as follows:

SECTION 1: Chapter 195 be and hereby is amended, modified and supplemented as follows:

Section 195-160D.(3)(b) be and hereby is amended and modified by deleting its current text and substituting instead the following:

§ 195-160D.(3). Permitted Signs

(b) Signs on the sides of buildings shall not exceed 75% of the size of the sign(s) on the front of the building or one square foot for each linear foot of building façade whichever is less.

SECTION 2: **Inconsistent Ordinance**

Any Ordinance or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3: **Effective Date**

This Ordinance shall take effect upon adoption and upon publication according to law.

Effective Date: November 12, 2025

ATTEST:

APPROVED:

EDITH L. MERKEL, RMC
Township Clerk

WILLIAM F. SMITH
Council President

ANGEL ALBANESE
Mayor

Ord25/9-15 25-30 Ch195-160D-SignsLCIZone

		Motion to Introduce	Second	Motion to Adopt	Second	Aye	Nay	Abstain	Absent
	Hoff								
	Hund								
Adopted	Mazzarella								
Adopted as Amended	Minniti								
Defeated	O'Connor								
Tabled	Toal								
Withdrawn	Smith								
	Entire Council								
	TOTAL								

Chapter 195, Article XXV Signs

Section 195-60 Permitted Signs

D. LCI Zone.

(1)

Notwithstanding the provisions contained herein, a shopping center or a mixed-use development shall be permitted one freestanding sign, not exceeding 250 square feet in area on each side and 25 feet in height, along each abutting street frontage except those abutting a residential zone. In addition, monument-style entrance and exit signs near access driveways shall be permitted, as well as monument and directional signs within the shopping center.

(a)

A major driveway monument sign of 100 square feet is permitted, and a minor driveway monument sign of 50 square feet is permitted. Monument signs shall not exceed eight feet in height, nor shall they violate the required sight triangle. Directional signs shall not exceed four square feet in area.

[1]

Major driveway: a driveway on a street fronting the development which offers unrestricted turn movements or is signalized. Only one driveway per each street fronting the development may be designated as major.

[2]

Minor driveway: any driveway that is not a major driveway.

(2)

A separate use under unrelated ownership not part of a shopping center or mixed-use development shall be permitted one freestanding sign along each abutting street frontage, not exceeding 80 square feet in area and 20 feet in height.

(3)

Each permitted use on its own lot or each permitted use within a shopping center or mixed-use development is allowed signage on the front and side of the building, or portion thereof occupied by the individual use that faces a street or a parking area serving the use, provided that:

(a)

The total of all signs on the front of the building does not exceed 1.5 square feet for each linear foot of building facade occupied by the individual use and upon which the sign is to be located, or 200 square feet, whichever is less; and

(b)

The total of all signs on the side of the building does not exceed 50% of the size of the sign(s) on the front of the building.

(4)

No signage or advertising identifying an occupant of the premises shall be permitted on the rear portion of any building or on any roof.

6

**RESOLUTION AWARDING A CONTRACT FOR INFORMATION TECHNOLOGY
CYBERSECURITY MANAGED SERVICES TO LAWSOFT, INC.
(15 HAMBURG TURNPIKE, BLOOMINGDALE, NJ 07403)
THROUGH THE COMPETITIVE CONTRACTING PROCESS**

WHEREAS, the Township of Clark previously adopted Resolution 25-104 on May 19, 2025, authorizing the use of the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1 et seq. for the procurement of Information Technology Cybersecurity Managed Services; and

WHEREAS, pursuant to that authorization, the Township issued a Request for Proposals (RFP) for Information Technology Cybersecurity Managed Services, and proposals were received on July 29, 2025; and

WHEREAS, the Township received nine (9) proposals, which were duly reviewed and evaluated in accordance with statutory requirements; and

WHEREAS, following evaluation, the proposals were narrowed to three vendors deemed capable of potentially meeting the Township's needs, namely LawSoft, Inc., Consultadd, and Blue Line/Thrive; and

WHEREAS, the Business Administrator prepared an evaluation report in accordance with N.J.S.A. 40A:11-4.5, made available to the public at least 48 hours prior to award, recommending LawSoft, Inc. as the most advantageous proposal, price and other factors considered; and

WHEREAS, LawSoft, Inc., 15 Hamburg Turnpike, Bloomingdale, NJ 07403, proposed an initial two (2) year term with Township options for up to three (3) additional one-year extensions under the same terms and conditions, with pricing that includes an estimated annual cost of \$80,956.00 annual IT support increases capped at five percent (5%), Barracuda services at contractual partnership pricing, and \$145/hour for contractual project work; and

WHEREAS, continuity of service with LawSoft, Inc., as the Township's current MSP, minimizes transition risk and ensures unified accountability for desktop and cybersecurity operations.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, State of New Jersey, as follows:

1. Award. The contract for Information Technology Cybersecurity Managed Services is hereby awarded to LawSoft, Inc., 15 Hamburg Turnpike, Bloomingdale, NJ 07403, for an initial term of two (2) years, with the Township's option to extend for up to three (3) additional one-year periods under the same terms and conditions.
2. Compensation. Compensation shall be pursuant to LawSoft, Inc.'s proposal, including an estimated annual cost of \$80,956.00 annual IT support increases capped at 5%, Barracuda services at contractual partnership pricing, and \$145/hour for contractual project work, with a not-to-exceed total of \$161,912.00 for the initial two-year term.
3. Execution & Processing. The Mayor and Township Clerk are authorized to execute the agreement with LawSoft, Inc. The Qualified Purchasing Agent and Chief Financial Officer are authorized to take all ministerial actions necessary to effectuate this award, including issuance of a purchase order upon certification of funds.

ATTEST:

APPROVED:

EDITH L. MERKEL, RMC
Township Clerk

WILLIAM F. SMITH
Council President

Res25/9-15 175AwardITCybersecurityServices2025

			Motion	Second	Aye	Nay	Abstain	Absent
		Hoff						
		Hund						
Adopted		Mazzarella						
Adopted as Amended		Minniti						
Defeated		O'Connor						
Tabled		Toal						
Withdrawn		Smith						
		Entire Council						
		TOTAL						

TOWNSHIP OF CLARK

Competitive Contracting Evaluation and Recommendation Report

Information Technology Services Procurement

(Prepared pursuant to N.J.S.A. 40A:11-4.5(d))

To: Edith L. Merkel, RMC, Township Clerk

Cc: Mayor and Members of the Township Council

From: James F. Ulrich, Business Administrator

Date: September 11, 2025

Subject: Evaluation of Proposals – Information Technology Services

Background

Pursuant to Resolution 25-104 adopted on May 19, 2025, the Township of Clark authorized the use of the **competitive contracting process** under N.J.S.A. 40A:11-4.1 et seq. to procure Information Technology Services. The Township issued a Request for Proposals (RFP), and proposals were **received on July 29, 2025**.

Proposals Received

The Township received submissions from the following nine (9) firms:

1. Tri-State Technical Services
2. VTech Solution
3. ATech
4. Consultadd
5. LawSoft
6. 22nd Century Technologies
7. SoftStages
8. The JDM Group
9. Blue Line Technologies / Thrive

All proposals were reviewed in accordance with the criteria set forth in the RFP, including scope of services, cybersecurity maturity, compliance posture, experience with municipal clients, and cost.

Evaluation Summary

Following review, the pool was narrowed to **three firms** determined capable of potentially meeting the Township's needs: **LawSoft, Consultadd, and Blue Line/Thrive**.

- **LawSoft (Current MSP):**

Provides continuity of service, deep knowledge of Township systems, and a unified model combining desktop and cybersecurity. Proposal enhancements include Barracuda XDR SOC monitoring, immutable backups, DMARC enforcement, annual penetration testing, and stronger compliance governance. Transition risk is minimal.

- **Blue Line/Thrive:**

Strong enterprise-scale cybersecurity operations, including 24/7 SOC and advanced governance. However, their "rip-and-replace" approach would disrupt existing infrastructure, create dual-vendor complexity, and introduce exit barriers.

- **Consultadd:**

Offers general IT support with reliance on Microsoft native tools. Proposal lacked 24/7 SOC, municipal experience, and maturity in governance/compliance. Selecting them would introduce risk and represent a step backward in cybersecurity posture.

Recommendation

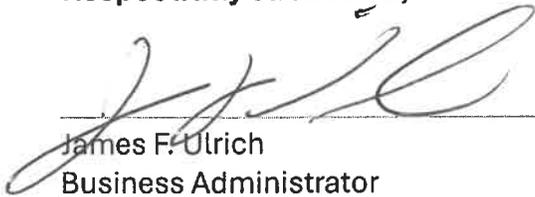
After consideration of all proposals, **LawSoft** represents the most advantageous option, price and other factors considered. Their incremental, low-risk path forward balances enhanced cybersecurity maturity with operational continuity, accountability, and cost efficiency.

Accordingly, it is recommended that the Governing Body award the contract for Information Technology Services to **LawSoft** for an initial term of two (2) years, with the option to extend up to three (3) additional one-year periods, consistent with the pricing submitted in their proposal.

Statutory Compliance

This report is prepared in accordance with **N.J.S.A. 40A:11-4.5(d)** and is filed with the Township Clerk. It shall be made available to the public not less than **48 hours prior to the award of contract**.

Respectfully submitted,



James F. Ulrich
Business Administrator

7

TOWNSHIP OF CLARK
Resolution 25-176
September 15, 2025

**RESOLUTION OF THE TOWNSHIP OF CLARK AUTHORIZING THE SALE OF
CERTAIN PROPERTY OWNED BY THE TOWNSHIP OF CLARK, COUNTY
OF UNION, STATE OF NEW JERSEY, NOT REQUIRED FOR PUBLIC PURPOSES
PURSUANT TO N.J.S.A. 40A:12-1, et seq.**

WHEREAS, the Local Lands and Building Laws, N.J.S.A. 40A:12-1, *et seq.*, including without limitation N.J.S.A. 40A:12-13 (a) authorizes the sale by municipalities of any real property, capital improvements or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Clark is the owner of certain real property being designated as Block 125, Lot 11 on the Tax Map of the Township of Clark, not needed for public use, and the Mayor and Council have determined that it is in the best interest of the Township to sell the same to generate revenue and reduce costs, expenses and liabilities.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Clark, in the County of Union, State of New Jersey, as follows:

Section 1. Real property designated as Block 125, Lot 11 shall be offered for sale, pursuant to N.J.S.A. 40A:12-13 (a) at a public auction to the highest bidder, subject to acceptance of such bid by Resolution of the Clark Township Council, which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the Township of Clark Municipal Building, located at 430 Westfield Avenue, Clark, New Jersey, or such other place as shall be designated by the Township at a date to be set by the Township Clerk.

Section 2. The property sale shall be subject to the following terms:

A. The minimum purchase price and hence bid shall be Two Hundred Fifty-Five Thousand Dollars (\$255,000.00).

B. That no representations or warranties of any kind are made by the Township of Clark as the condition of the property which is being sold in its present condition "as is." Additionally, the Township makes no representation or warranty as to the presence or absence of wetlands or any other environmental conditions.

C. The Township will execute a Quitclaim Deed.

D. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to the Purchaser and its lender, but must complete such inspections within thirty (30) days of the bid acceptance or it shall be waived.

E. That the purchaser shall obtain a survey and metes and bounds description of the entire tract, within thirty (30) days of the bid acceptance, which said survey and description will be at Purchaser's sole cost and expense, in form and substance satisfactory to the Township and the Purchaser, and said survey and metes and bounds description shall be certified to the Township. The description of the property herein is intended as a general guide only and may not be accurate or relied upon by the bidder.

F. Purchaser's receipt of a written title insurance commitment, which said title insurance commitment will be at Purchaser's sole cost and expense, with respect to the property, stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or right-of-ways. Said title insurance commitment must be obtained within thirty (30) days of the bid acceptance.

G. It is understood that the purchase and sale contemplated is subject to applicable New Jersey law concerning disposition of municipal real estate.

Section 3. This sale is made subject to such state of facts as an accurate survey may disclose, as well as any existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions, zoning and any other laws and any other encumbrances of title and such other matters of public record.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and Township of Clark.

Section 5. Should the title prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to or include any further costs, expense, damages, or claims. Notice of any alleged defect in title or claim must be served on the Township Clerk, by the Purchaser, in writing no later than thirty (30) days after the sale is approved by the Mayor and Council. Failure upon the part of the Purchaser to give written notice thereby within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition.

Section 6. The successful bidder agrees to the following conditions:

- A. To deposit cash, check, or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted.
- B. To pay by time of closing:
 - 1. The balance of the purchase price;

2. The cost of the preparation of all legal documents including without limitation, any special property description, and advertising costs relating to the property.
 3. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.
 4. The realty transfer fees and all recording fees
- C. To abide by appropriate zoning, subdivision, health, and building regulations and codes, and stipulates that this sale will not be used for grounds to support any variance from these regulations.
 - D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the Township of Clark any and all money deposited with the Township.
 - E. That the description of the property is intended as a general guide only and may not be accurate. No representations or warranties of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."
 - F. The properties will be conveyed by a Quitclaim Deed and such conveyance shall be subject to all covenants, restrictions, reservations, easements and other matters established of record or by prescription and without representations or warranties as to character of title of the property to be conveyed.
 - G. All sales are subject to the Local Land and Buildings Law, N.J.S.A. 40A:12-1, *et seq.* and all rights are reserved to and in favor of the Township by and under such law.
 - H. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
 - I. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
 - J. Acceptance by the Township Council of the highest bid shall constitute a binding agreement of sale, and the Purchaser shall be deemed to agree to comply with the terms and conditions of the sale herein contained.
 - K. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.

- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this auction plus the proportionate cost of the transcript, if applicable.
- M. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.
- N. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.
- O. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- P. It is conclusively presumed that a bidder prior to making his or her bid has done the following: (a) checked the exact location, including the correct street address and lot size of the property on the Official Tax Maps which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- Q. A failure by the Purchaser to fully comply with the terms, conditions, requirements, and regulations of sale as herein contained shall be considered, at the option of the Township of Clark, as a material breach of the conditions of sale, whereupon the Township of Clark may declare said contract or purchase terminated and at an end. All monies paid on behalf of the purchase price, by way of deposit or otherwise, may be retained by the Township as its liquidated damages and it may thereafter resell said property and/or pursue such other and further legal and/or equitable remedies as it may have and the defaulting purchaser shall continue to remain liable for all damages and losses sustained by the Township of Clark, by reason of any such default.

Section 7. The Township reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and Township Council.

Parties interested in submitting bids and who require additional information should contact:

Edith Merkel, Township Clerk
 Township of Clark
 430 Westfield Avenue
 Clark, New Jersey 07066
 732-388-3600

Section 9. If any section or provision of this Resolution shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Resolution, except so far as the section or provision so declared invalid shall be inseparable from the remainder of any portion thereof.

Section 10. The Mayor, Business Administrator, and/or Township Clerk are hereby authorized to execute all documents necessary for the conduct of this auction and for the conveyance of the property listed herein, including, but not limited to executing all contracts, Deeds, and other conveyance documents.

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

APPROVED:

 EDITH L. MERKEL, RMC,
 Township Clerk

 WILLIAM F. SMITH,
 Council President

Res25/9-15 176AuthSaleofHalidayStreet(Block125Lot11)

		Motion	Second	Aye	Nay	Abstain	Absent
	Hoff						
	Hund						
<input type="checkbox"/> Adopted	Mazzarella						
<input type="checkbox"/> Adopted as Amended	Minniti						
<input type="checkbox"/> Defeated	O'Connor						
<input type="checkbox"/> Tabled	Toal						
<input type="checkbox"/> Withdrawn	Smith						
	Entire Council						
	TOTAL						

TOWNSHIP OF CLARK
Resolution 25-177
September 15, 2025

8

WHEREAS on October 16, 2023, the Governing Body of the Township of Clark adopted Resolution 23-155 which authorized the Township to join the Arrive Together Program to enhance and support response to certain behavioral health crisis calls; and

WHEREAS to do so, the Township's Police Department agreed to adhere to a certain Memorandum of Understanding among the Clark PD, the Cranford PD, the Elizabeth PD, the Linden PD, the Plainfield PD, the Roselle Park PD, the Scotch Plains PD, the Union County Police, the Union County Sheriff's Office, the Westfield PD, as the Participating Police Department(s), and Trinitas Medical Center, as the Participating Mental Health Service Provider (hereinafter such Memorandum of Understanding is called the MOU"), and a certain Addendum Two to the Memorandum of Understanding among the Berkley Heights Police Department, the Clark Police Department, the Cranford Police Department, the Elizabeth Police Department, the Fanwood Police Department, the Garwood Police Department, the Hillside Police Department, the Kenilworth Police Department, the Linden Police Department, the Mountainside Police Department, the New Providence Police Department, the Plainfield Police Division, the Rahway Police Department, the Roselle Police Department, the Roselle Park Police Department, the Scotch Plains Police Department, the Springfield Police Department, the Summit Police Department, the Winfield Police Department, the Westfield Police Department, the Union Police Department, the Union County Sheriff's Department, the Union County Police Department, the Union County Prosecutor's Office, the Kean University Police Department, and the Union County Department of Public Safety, and Trinitas Medical Center; and

WHEREAS the Memorandum of Understanding is not a contract to be awarded by the Township for the provision or performance of any goods or services under the Local Public Contracts Law; and

WHEREAS as stated in Section XI.B. thereof, the Memorandum of Understanding does not impose, and expressly disclaims, any additional duties and responsibilities on the Township that go beyond that, which already is required by existing law.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Clark that the Memorandum of Understanding be and hereby is renewed and extended until June 30, 2026 in accordance with the Official Letter received from the Director of the Arrive Together Program.

ATTEST:

APPROVED:

EDITH L. MERKEL, RMC
Township Clerk

WILLIAM F. SMITH
Council President

Res25/9-15 177RenewArriveTogether

			Motion	Second	Aye	Nay	Abstain	Absent
		Hoff						
		Hund						
Adopted		Mazzarella						
Adopted as Amended		Minniti						
Defeated		O'Connor						
Tabled		Toal						
Withdrawn		Smith						
		Entire Council						
		TOTAL						

TOWNSHIP OF CLARK
Resolution 25-178
September 15, 2025

9

WHEREAS the Governing Body of the Township of Clark has advertised for bids on August 28, 2025, for the 2025 Capital Road Improvements – Various Locations; and

WHEREAS six (6) bid proposals were received on September 9, 2025, in accordance with specifications prepared by the Township Engineer; and

WHEREAS the three (3) lowest responsible bidders were:

<u>Contractor</u>	<u>Amount</u>
Stilo Paving & Excavating	\$277,026.42
D.L.S. Contracting	\$286,404.40
S. Brothers, Inc.	\$289,592.50

WHEREAS Stilo Paving & Excavating, 2907 South Clinton Avenue, South Plainfield, NJ 07080 submitted the lowest responsible bid in the amount of Two Hundred Seventy-Seven Thousand, Twenty-Six Dollars and Forty-Two Cents (\$277,026.42) which meets the needs of the Township as specified by the Township Engineer; and

WHEREAS the Chief Financial Officer has ascertained there are available sufficient uncommitted appropriations in Capital Account C-04-25-011-001 as attached hereto as a “Certification of Availability of Funds”; and

WHEREAS the Township Engineer has presented written approval for the award of the contract to Stilo Paving & Excavating.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Clark that it hereby awards a contract to Stilo Paving & Excavating in the amount of \$277,026.42; and

BE IT FURTHER RESOLVED by the Governing Body that said award is subject to review of bid and documents by the Township Attorney who will prepare the contract.

ATTEST:

APPROVED:

EDITH L. MERKEL, RMC
Township Clerk

WILLIAM F. SMITH
Council President

Res25/9-15 178Award2025CapitalRoads-Stilo

		Motion	Second	Aye	Nay	Abstain	Absent
	Hoff						
	Hund						
Adopted	Mazzarella						
Adopted as Amended	Minniti						
Defeated	O'Connor						
Tabled	Toal						
Withdrawn	Smith						
	Entire Council						
	TOTAL						

**CERTIFYING FUNDS FOR THE FULL AMOUNT OF A CONTRACT IN THE
CURRENT FISCAL YEAR CERTIFICATION OF AVAILABILITY OF FUNDS**

DATE: 9/12/2025

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:30-14-5, and any other applicable requirement, I Christie Vieira, Chief Financial Officer of the Township of Clark, New Jersey have ascertained that there are available sufficient uncommitted appropriations to award a payment/contract to Stilo Paving & Excavating in the amount not to exceed \$277,026.42 for 2025 Capital Road Improvements – Various Locations

Funds for certification are therefore being made available and certified against the appropriations for the Departments of _____

Account No C-04-25-011-001 or Ordinance No. _____


Christie Vieira
Chief Financial Officer

TOWNSHIP OF CLARK
 Resolution 25-179
 September 15, 2025

10

BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, State of New Jersey that it hereby consents to the assignment of the Curbside Collection of Recyclable Material contract dated June 1, 2025, by Grand Sanitation Service, Inc. to Interstate Waste Services of New Jersey, Inc. in accordance with the terms and conditions of the Consent to Assignment of Contract; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized to execute and deliver the Assignment of Contract including the Consent of the Township.

ATTEST:

APPROVED:

 EDITH L. MERKEL, RMC
 Township Clerk

 WILLIAM F. SMITH
 Council President

Res25/9-15 179ConsentofAssignment-RecyclingContract-GrandSanitationtoInterstateWasteServ

		Motion	Second	Aye	Nay	Abstain	Absent
	Hoff						
	Hund						
Adopted	Mazzarella						
Adopted as Amended	Minniti						
Defeated	O'Connor						
Tabled	Toal						
Withdrawn	Smith						
	Entire Council						
	TOTAL						

TOWNSHIP OF CLARK
 Resolution 25-180
 September 15, 2025

11

BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, State of New Jersey, that it hereby authorizes the Mayor and Township Clerk to execute a Developer's Agreement with G7B, LLC, a New Jersey corporation, having its principal office located at 199 State Street, Brooklyn, New York 11201 for the property identified as Block 63, Lot 46 on the Tax Maps of the Township of Clark, known as 1005 Raritan Road, for the development of a 7-Brew drive through coffee shop.

ATTEST:

APPROVED:

 EDITH L. MERKEL, RMC
 Township Clerk

 WILLIAM F. SMITH
 Council President

Res25/9-15 180AuthDevelopersAgrmt-1005RaritanRd-7Brew(G7B,LLC)

		Motion	Second	Aye	Nay	Abstain	Absent
	Hoff						
	Hund						
Adopted	Mazzarella						
Adopted as Amended	Minniti						
Defeated	O'Connor						
Tabled	Toal						
Withdrawn	Smith						
	Entire Council						
	TOTAL						

TOWNSHIP OF CLARK
Resolution 25-181
September 15, 2025

12

**RESOLUTION AWARDING A NON-FAIR AND OPEN CONTRACT TO
SCHAEFER FIREWORKS FOR A FIREWORKS DISPLAY ON OCTOBER 3, 2025**

WHEREAS, the Township of Clark desires to provide a fireworks display on October 3, 2025;
and

WHEREAS, Schaefer Fireworks, PO Box 100, Strasburg, PA 17579, has submitted a proposal
and contract for a proximate fireworks display at a cost of Six Thousand Three Hundred Fifty
Dollars (\$6,350.00); and

WHEREAS, Schaefer Fireworks was previously awarded a contract in the amount of Eighteen
Thousand Seven Hundred Twenty-Five Dollars (\$18,725.00) by Resolution 25-105 adopted on
May 19, 2025, for the July 4th fireworks display; and

WHEREAS, the Township of Clark affirms that the July 4, 2025 fireworks display conducted by
Schaefer Fireworks under Resolution 25-105 was successfully performed, met the needs of the
community, and was well-received by residents, thereby demonstrating the vendor's reliability
and quality of service; and

WHEREAS, the October 3, 2025 contract amount of \$6,350.00 is below the statutory bid
threshold for municipalities under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

WHEREAS, the cumulative amount of contracts awarded to Schaefer Fireworks in the calendar
year 2025 exceeds \$17,500.00, thereby requiring compliance with the Pay-to-Play Law (N.J.S.A.
19:44A-20.4 et seq.); and

WHEREAS, this contract is being awarded pursuant to the non-fair and open process in
accordance with N.J.S.A. 19:44A-20.5; and

WHEREAS, the required Business Entity Disclosure Certification was submitted by Schaefer
Fireworks in connection with Resolution 25-105 adopted on May 19, 2025, and remains valid
and on file with the Municipal Clerk; and

WHEREAS, the Chief Financial Officer certifies, pursuant to N.J.A.C. 5:30-5.4, that there are
adequate funds available for this contract in the Celebration and Public Events Account.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Clark,
County of Union, State of New Jersey, that a non-fair and open contract is hereby awarded to
Schaefer Fireworks in the amount of \$6,350.00 for a fireworks display to take place on October
3, 2025; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized and
directed to execute the contract and any other necessary documents to effectuate the purposes of
this Resolution; and

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized and directed to issue a purchase order in connection with this award; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ATTEST:

APPROVED:

 EDITH L. MERKEL, RMC
 Township Clerk

 WILLIAM F. SMITH
 Council President

Res25/9-15 181AwardOctober3,2025Fireworks-NonFairandOpen

		Motion	Second	Aye	Nay	Abstain	Absent
	Hoff						
	Hund						
<input type="checkbox"/> Adopted	Mazzarella						
<input type="checkbox"/> Adopted as Amended	Minniti						
<input type="checkbox"/> Defeated	O'Connor						
<input type="checkbox"/> Tabled	Toal						
<input type="checkbox"/> Withdrawn	Smith						
	Entire Council						
	TOTAL						

TOWNSHIP OF CLARK
Resolution 25-182
September 15, 2025

13

WHEREAS the Governing Body of the Township of Clark, County of Union, New Jersey desires to enter into a Memorandum of Understanding and a Hold Harmless Agreement with the County of Union, HVI Services LLC and Vollers Excavating and Construction Inc. for leaf composting at the Union County Conservation Center for 2025-2026; and

WHEREAS leaf composting at the Union County Conservation Center is charged at the rate of \$6.00 per cubic yard loose or \$8.00 per cubic yard compacted; and

WHEREAS the Chief Financial Officer has ascertained funds are available in the 2025 and 2026 Municipal Budgets, Account Number 26-306-223.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, New Jersey that it hereby directs the Mayor to sign the agreement for leaf composting at the Union County Facility on behalf of the Township of Clark.

ATTEST:

APPROVED:

EDITH L. MERKEL, RMC
Township Clerk

WILLIAM F. SMITH
Council President

Res25/9-15 182UCLeafComposting

		Motion	Second	Aye	Nay	Abstain	Absent
	Hoff						
	Hund						
Adopted	Mazzarella						
Adopted as Amended	Minniti						
Defeated	O'Connor						
Tabled	Toal						
Withdrawn	Smith						
	Entire Council						
	TOTAL						

TOWNSHIP OF CLARK
 Resolution 25-183
 September 15, 2025

14

BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, State of New Jersey that the following individuals are hereby appointed to the Planning Board effective September 15, 2025.

ALTERNATE I MEMBER

TERM

Eric Gerstner
 (filling the unexpired term of William Grzyb)

09/15/25 – 12/31/25

ALTERNATE II MEMBER

Matthew Siessel

09/15/25 – 12/31/26

ATTEST:

APPROVED:

 EDITH L. MERKEL, RMC
 Township Clerk

 WILLIAM F. SMITH
 Council President

Res25/9-15 183AppointPlanningBoard-AltI&II

		Motion	Second	Aye	Nay	Abstain	Absent
	Hoff						
	Hund						
Adopted	Mazzarella						
Adopted as Amended	Minniti						
Defeated	O'Connor						
Tabled	Toal						
Withdrawn	Smith						
	Entire Council						
	TOTAL						

TOWNSHIP OF CLARK
 Resolution 25-184
 September 15, 2025

CA15

**A RESOLUTION APPOINTING AN ALTERNATE INSURANCE FUND
 COMMISSIONER TO SERVE ON THE NEW JERSEY MUNICIPAL SELF INSURERS'
 JOINT INSURANCE FUND**

BE IT RESOLVED, on this fifteenth day of September 2025, by the Governing Body of the Township of Clark, County of Union, State of New Jersey, that due to the vacancy created by the resignation of Jennifer Kobliska, the appointment of Christie Vieira as Alternate Fund Commissioner for the New Jersey Municipal Self Insurers' Joint Insurance Fund and is hereby authorized.

Date Adopted: September 15, 2025

ATTEST:

APPROVED:

 EDITH L. MERKEL, RMC
 Township Clerk

 WILLIAM F. SMITH
 Council President

Res25/9-15 184AppointVieiraJIFAltFundComm

		Motion	Second	Aye	Nay	Abstain	Absent
	Hoff						
	Hund						
Adopted	Mazzarella						
Adopted as Amended	Minniti						
Defeated	O'Connor						
Tabled	Toal						
Withdrawn	Smith						
	Entire Council						
	TOTAL						

TOWNSHIP OF CLARK
Resolution 25-185
September 15, 2025

CA16

WHEREAS, the Tax Assessor has certified that U.S. Department of Veterans Affairs has deemed Eder J. Zegarra to be 100% permanently disabled effective July 1, 2025, in accordance with N.J.S.A. 54:4-3, 30, et. seq.; and

WHEREAS, Eder J. Zegarra, has submitted his Claim for Property Tax Exemption on Dwelling of Disabled Veteran, on August 29, 2025; and the Tax Assessor, has approved this application as of September 2, 2025; and

WHEREAS, Eder J. Zegarra owns one hundred percent of the property listed in the tax duplicate as 82 Broadway, Clark, NJ, Block 115 Lot 4, and is entitled to one hundred percent of the taxes for this property beginning September 2, 2025; and

WHEREAS, the total 2025 taxes on this property, were originally billed \$9,277.94, and should be \$6,456.43; therefore, the following will be cancelled, \$445.81 for 3rd quarter, \$2,375.70 for the 4th quarter 2025, and \$2,319.49 for the 1st quarter and \$2,319.48 for 2nd quarter 2026; and

WHEREAS, one hundred percent of the taxes on this property will be entitled to exemption for as long as Eder J. Zegarra is owner of the property.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Clark, County of Union, New Jersey that the Tax Collector is hereby authorized and directed to make the proper adjustments to exempt this property as indicated above.

ATTEST:

APPROVED:

EDITH L. MERKEL, RMC
Township Clerk

WILLIAM F. SMITH
Council President

Res25/9-15 185TaxExemptVeteran-B115L4

		Motion	Second	Aye	Nay	Abstain	Absent
	Hoff						
	Hund						
Adopted	Mazzarella						
Adopted as Amended	Minniti						
Defeated	O'Connor						
Tabled	Toal						
Withdrawn	Smith						
	Entire Council						
	TOTAL						

CA17

TOWNSHIP OF CLARK
 Resolution 25-186
 September 15, 2025

BE IT RESOLVED, by the Governing Body of the Township of Clark that it does hereby authorize the Tax Collector to settle a Tax Appeal authorized by the Tax Court of New Jersey for the following:

<u>Block/Lot</u>	<u>Address</u>	<u>Original Assessment</u>	<u>New Assessment</u>	<u>Reduction</u>	<u>Year</u>
69/12.0101	1199 Raritan Road	\$3,104,000.00	\$2,650,000.00	\$ 454,500.00	2024
69/12.0101	1199 Raritan Road	\$3,104,000.00	\$2,500,000.00	\$ 604,000.00	2025

BE IT FURTHER RESOLVED, that a credit will be issued in the amount of \$23,756.32.

ATTEST:

APPROVED:

 EDITH L. MERKEL, RMC
 Township Clerk

 WILLIAM F. SMITH
 Council President

Res25/9-15 186TaxAppealBlock69Lot12.0101

		Motion	Second	Aye	Nay	Abstain	Absent
	Hoff						
	Hund						
Adopted	Mazzarella						
Adopted as Amended	Minniti						
Defeated	O'Connor						
Tabled	Toal						
Withdrawn	Smith						
	Entire Council						
	TOTAL						

TOWNSHIP OF CLARK
Resolution 25-187
September 15, 2025

CA18

WHEREAS, in accordance with a request from the Tax Collector for authorization to refund overpayment of 2025 sewer fees; the Mayor has recommended to Council that such authorization be granted.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Clark, that the Tax Collector is hereby authorized and directed to make the refund(s) as per the following schedule.

Sewer Refund 2025							
REF	Acct #	Name	#	Address	Reason	Refund	
25	16R	2037-0 Colicchio, Phillip & Lalia	10	Elisa Lane	adjustment created overpayment	\$ 229.16	
25	17R	1627-0 Sblendorio, Frank & Mary	133	Hayes Ave	duplicate payment	\$ 140.00	
25	18R	1550-0 Marzano, Vincent	109	Jupiter St	duplicate payment	\$ 140.00	
Total Refunds						\$ 509.16	

ATTEST:

APPROVED:

EDITH L. MERKEL, RMC
Township Clerk

WILLIAM F. SMITH
Council President

Res25/9-15 187SewerRefund(s)

	Motion	Second	Aye	Nay	Abstain	Absent
		Hoff				
		Hund				
Adopted		Mazzarella				
Adopted as Amended		Minniti				
Defeated		O'Connor				
Tabled		Toal				
Withdrawn		Smith				
		Entire Council				
		TOTAL				